



# **Town Board of Trustees**

**Tuesday, January 10, 2023 at 7:00 pm**

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.  
THANK YOU.**

## **1. Meeting Information**

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/82969043900>

Meeting ID: 829 6904 3900

Passcode: 166365

One tap mobile

+13462487799

## **2. Call to Order**

Royce D. Pindell, Mayor

### **a. Roll Call**

## **3. Pledge of Allegiance**

Royce D. Pindell, Mayor

## **4. Approval of Agenda**

Royce D. Pindell, Mayor

## **5. Consent Agenda**

Royce D. Pindell, Mayor

### **a. December 12, 2022 - Special Meeting Minutes**

#### **Attachments:**

- **December 12, 2022 - Special Meeting Minutes** (12-12-2022\_-\_Special\_Meeting\_Minutes.pdf)

### **b. December 13, 2022 - Regular Meeting Minutes**

#### **Attachments:**

- **December 13, 2022 - Regular Meeting Minutes** (12-13-2022\_-\_Regular\_Meeting\_Minutes.pdf)

### **c. Adams County Open Space Grant Agreements**

Resolution No. 951-23 - A Resolution Approving Open Space Grant Agreements Between the Town of Bennett and County of Adams for the Art in the Parks, Civic Center Park Construction and Trupp Park Concrete Improvements Projects

#### **Attachments:**

- **Staff Report Adams County Open Space Grant Agreements (0\_-\_Staff\_Report\_Adams\_County\_Open\_Space\_Fall\_Grants.pdf)**
- **Adams County Open Space Grant Agreement Art in the Parks Intergovernmental Agreement (1\_-\_Town\_of\_Bennett\_Art\_in\_the\_Parks\_IGA.pdf)**
- **Adams County Open Space Grant Agreement Civic Center Park Construction Intergovernmental Agreement (2\_-\_Town\_of\_Bennett\_Civic\_Center\_Park\_Construction.pdf)**
- **Adams County Open Space Grant Agreement Trupp Park Concrete Improvements Intergovernmental Agreement (3\_-\_Town\_of\_Bennett\_Trupp\_Park\_Concrete\_Improvements.pdf)**
- **Resolution No. 951-23 - A Resolution Approving Open Space Grant Agreements Between the Town of Bennett and County of Adams for the Art in the Parks, Civic Center Park Construction and Trupp Park Concrete Improvements Projects (4\_-\_Resolution\_No.\_951-23\_-\_Adams\_County\_Open\_Space\_Grant\_\_clean\_.pdf)**

### **Public Comments on Items Not Scheduled for Public Hearing**

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

## **Regular Business**

### **6. Action/Discussion Items**

#### **a. Bennett-Watkins Fire Rescue Impact Fee Study**

Ordinance No. 765-23 - An Ordinance Amending Section 4-9-120 of the Bennett Municipal Code to Update the Fire and Emergency Services Impact Fee

Caleb J. Connor, Battalion Chief - Fire Marshall, Bennett-Watkins Fire Rescue

#### **Attachments:**

- **Bennett-Watkins Fire Rescue Impact Fee Study (BWFR.2022.Impact\_Fee\_Study\_Final\_Report.pdf)**
- **2018 Executed Intergovernmental Agreement for the Assessment, C**



**Collection, and Remittance of Emergency Services Impact Fees** (BFPD\_I  
GA\_-\_Emergency\_Services\_Impact\_Fees\_\_2018.pdf)

- **Ordinance No. 765-23 - An Ordinance Amending Section 4-9-120 of the Bennett Municipal Code to Update the Fire and Emergency Services Impact Fee** (FD\_Impact\_Fee\_Amend\_2023.ord.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

**b. 2023 BennT Water Creek Authority Reappointment**

Trish Stiles, Town Manager

**Attachments:**

- **Staff Report 2023 BennT Water Creek Authority Reappointment** (Staff\_Report.pdf)
- **Executed Agreement Establishing the BennT Creek Regional Water Authority** (Agreement\_Establishing\_BennT\_Creek\_Regional\_Water\_Authority.pdf)
- **BennT Water Creek Authority Appointment Oath of Office** (Oath\_of\_Office\_\_C.\_Bayley\_\_2025\_.PDF)
- **Suggested Motion** (suggested\_motion.pdf)

**c. Request for Proposal (RFP) 22-016 ADA Self Evaluation and Transition Plan**

Gerilynn Scheidt, Town Safety Officer

**Attachments:**

- **Staff Report Request for Proposal (RFP) 22-016 ADA Self Evaluation and Transition Plan** (0\_-\_ADA.StaffReport.final.pdf)
- **HB21-1110 Colorado Laws for Persons with Disabilities** (Colorado\_Laws\_For\_Persons\_With\_Disabilities\_\_Colorado\_General\_Assembly.pdf)
- **Town of Bennett RFP 22-016** (1\_-\_TOB\_RFP\_22-016\_-\_ADA\_Self\_Evaluation\_\_10.06.22.pdf)
- **Meeting the Challenge, Inc. Proposal** (2\_-\_MTC\_Town\_of\_Bennett\_CO\_Proposal\_-\_RFP\_No\_22-016.pdf)
- **Bureau Veritas Proposal** (3\_-\_BVTA\_Submittal\_Town\_of\_Bennett\_CO\_AD A.pdf)
- **Alfred Benesch & Company Proposal** (4\_-\_Benesch\_\_Town\_of\_Bennett\_-\_ADA\_Self\_Evaluation\_and\_Transition\_Plan.pdf)
- **Mile High Accessibility Consultants Proposal** (5\_-\_Bennett\_ADA\_Proposal\_-\_Mile\_High\_Accessibility\_Consultants\_11-28-22.pdf)
- **Staff Interview Scoring Sheet - Gerilynn Scheidt** (6\_-\_G.Scheidt.ADAProposalEval.pdf)
- **Staff Interview Scoring Sheet - Taeler Houlberg** (7\_-\_T.Houlberg\_ADA\_Self\_Evaluation\_\_Transition\_Plan\_Proposals.pdf)
- **Staff Interview Scoring Sheet - Daymon Johnson** (8\_-\_D.Johnson\_EvalAD AProposal.pdf)
- **Staff Interview Scoring Sheet - Robin Price** (9\_-\_R.Price\_EvalADAProposal.pdf)
- **Staff Interview Scoring Sheet - Ricky Martinez** (10\_-\_R.Martinez\_EvalAD

AProposal.pdf)

- **Suggested Motion** (11\_-\_suggested\_motion.pdf)

**d. Change Order RS-001 for Rock-Sol Consulting Group, Inc. - Extended Time and CDOT Requirements at Marketplace**

Daymon K. Johnson, Capital Projects Director

**Attachments:**

- **Staff Report Change Order RS-001 for Rock-Sol Consulting Group, Inc. - Extended Time and CDOT Requirements at Marketplace** (0\_-\_Staff\_Report\_-\_Rock-Sol\_Change\_Order\_FINAL\_-\_1.3.23.pdf)
- **Change Order RS-001 to Rock-Sol Consulting Group, Inc.** (2\_-\_Change\_Order\_RS-001\_-\_CDOT\_delays\_and\_Addt'l\_Project\_Req.\_-\_1.3.22.pdf)
- **Cost Change Order - Rock-Sol Consulting Group, Inc.** (SH\_79\_Cost\_Increase\_Estimate\_-\_Rock\_Sol\_-\_10.6.22.pdf)
- **Suggested Motion** (2\_-\_suggested\_motion.pdf)

**7. Town Manager Report**

Trish Stiles, Town Manager

**8. Trustee Comments and Committee Reports**

Mayor and Trustees

**9. Executive Session**

Rachel Summers, Deputy Town Manager

**Attachments:**

- **Executive Session Script** (Bennett\_Exec\_Session\_Script\_-\_Impact\_Fee\_Incentive.pdf)

**a. For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Impact Fee Incentive.**

**b. Return to Open Meeting**

**c. Report from Executive Session**

**10. Action/Discussion Items**

**a. Impact Fee Incentive**

Rachel Summers, Deputy Town Manager

**11. Adjournment**

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.





## Board of Trustees - Special Meeting

### Minutes

Monday, December 12, 2022 at 6:30 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.  
THANK YOU.**

#### 1. Meeting Information

207 Muegge Way, Bennett, CO 80102

#### 2. Call to Order

Royce D. Pindell, Mayor

##### a. Roll Call

##### **Minutes:**

##### **Present:**

Royce D. Pindell, Mayor  
Kevin Barden, Trustee  
Steve Dambroski, Trustee  
Whitney Oakley, Mayor Pro Tem  
Denice Smith, Trustee  
Donna Sus, Trustee

##### **Staff Present:**

Trish Stiles, Town Manager  
Alison Belcher, Communications and IT Director  
Adam Meis, IT and Communications Manager  
Melinda Culley, Town Attorney  
Christina Hart, Town Clerk

##### **Public Present:**

Larry Vittum  
Jerry Weller  
Kat Crow

#### 3. Approval of Agenda

Royce D. Pindell, Mayor

##### **Minutes:**

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE DAMBROSKI SECONDED** to approve the agenda as presented. The voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

## **Public Comments on Items Not Scheduled for Public Hearing**

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Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

## **Regular Business**

### **4. Action/Discussion Items**

#### **a. Board of Trustees Appointment**

##### **Minutes:**

Applicants Kat Crow, Larry Vittum and Jerry Weller were present. The voting for the Trustee vacancy was as follows:

Whitney Oakley, Mayor Pro Tem - Larry Vittum

Royce D. Pindell, Mayor - Larry Vittum

Denise Smith, Trustee - Recused herself. She was not present for the interviews.

Donna Sus, Trustee - Larry Vittum

Kevin Barden, Trustee - Larry Vittum

Steve Dambroski, Trustee - Larry Vittum

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. Larry Vittum will fill the vacancy until April 2026.

#### **b. Town of Bennett Official Ballot**

#### **c. Oath of Office - Appointed Town Board Trustee**

##### **Minutes:**

Oath of Office was performed by Christina Hart, Town Clerk.

### **5. Adjournment**

##### **Minutes:**

**TRUSTEE BARDEN MOVED, MAYOR PRO TEM OAKLEY SECONDED** to adjourn the meeting. The meeting was adjourned at 6:44 p.m. Voting was as follows:

Ayes: Pindell, Smith, Sus, Vittum, Barden, Dambroski, Oakley

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

**Minutes Approved:**

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

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Contact: Christina Hart (chart@bennett.co.us 13036443249) | Minutes published on 01/05/2023 at 11:17 AM



# **Town Board of Trustees**

## **Minutes**

**Tuesday, December 13, 2022 at 7:00 pm**

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.  
THANK YOU.**

### **1. Meeting Information**

207 Muegge Way, Bennett, CO 80102

### **2. Call to Order**

Royce D. Pindell, Mayor

#### **a. Roll Call**

##### **Minutes:**

##### **Present:**

Royce D. Pindell, Mayor  
Kevin Barden, Trustee  
Steve Dambroski, Trustee  
Whitney Oakley, Mayor Pro Tem  
Denice Smith, Trustee  
Donna Sus, Trustee  
Larry Vittum, Trustee

##### **Staff Present:**

Trish Stiles, Town Manager  
Rachel Summers, Deputy Town Manager  
Taeler Houlberg, Administrative Services Director  
Danette Ruvalcaba, Town Treasurer and Director of Finance  
Danny Pennington, Finance Manager  
Alison Belcher, Communications and IT Director  
Adam Meis, IT and Communications Manager  
Melinda Culley, Town Attorney  
Christina Hart, Town Clerk

##### **Public Present:**

Kathy Smiley  
Jose Martinez

### 3. Pledge of Allegiance

Royce D. Pindell, Mayor

#### **Minutes:**

The Pledge of Allegiance was led by Royce D. Pindell, Mayor.

### 4. Approval of Agenda

Royce D. Pindell, Mayor

#### **Minutes:**

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE VITTUM SECONDED** to approve the agenda as presented. The voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vittum, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

### 5. Consent Agenda

Royce D. Pindell, Mayor

#### **Minutes:**

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE VITTUM SECONDED** to approve the consent agenda as presented. The voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Vittum, Barden, Dambroski

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of November 22, 2022, Regular Meeting Minutes

#### **PUBLIC COMMENTS NO ON THE AGENDA**

There were no public comments presented.

#### **a. November 22, 2022 Regular Meeting Minutes**

### **Public Comments on Items Not Scheduled for Public Hearing**

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Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

## **Regular Business**

### 6. Action/Discussion Items



**a. Request to Waive Request for Proposal (RFP) for Upgrades to Town Hall Security**

**Minutes:**

Alison Belcher, Communications and IT Director, and Adams Meis, IT and Communications Manager, requested the Board waive the Request for Proposal process for upgrades to Town Hall Security.

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SMITH SECONDED** to waive the requirement for a request for proposals and authorize a contract with Paladine Technologies - VTI Security for upgrades to Town Hall access control and surveillance in an amount not to exceed \$56,025. The voting was as follows:

Ayes: Pindell, Smith, Sus, Vittum, Barden, Dambroski, Oakley

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

**7. Public Hearing**

**a. 2023 Budget Town of Bennett Budget**

Danette Ruvalcaba, Town Treasurer and Director of Finance

**Minutes:**

Royce D. Pindell, Mayor, opened the public hearing for the 2023 Town of Bennett Budget.

The public hearing was opened at 7:31 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on September 30, 2022. Legal #2697.

Danette Ruvalcaba, Town Treasurer and Finance Director presented the third and final 2023 Town of Bennett Budget to the Board.

**PUBLIC COMMENTS**

No public comments were presented.

The public hearing was closed at 7:38 p.m.

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SMITH SECONDED** to approve Resolution No. 947-22 - A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Bennett, Colorado, for the Calendar Year Beginning on the First Day of January 2023 and Ending on the Last Day of December 2023 and Adopting the Town of Bennett Schedule of Fees The voting was as follows:

Ayes: Smith, Sus, Vittum, Barden, Dambroski, Oakley, Pindell

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SMITH SECONDED** to

approve Resolution No. 948-22 Resolution No. 948-22 A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amounts and for the Purposes Set Forth Below, for the Town of Bennett, Colorado, for the 2023 Budget Year. The voting was as follows:

Ayes: Sus, Vittum, Barden, Dambroski, Oakley, Pindell, Smith

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SUS SECONDED** to approve

Resolution No. 949-22 Resolution No. 949-22 - A Resolution Levying General Property Taxes for the Tax Year 2022 to Help Defray the Cost of Government for the Town of Bennett, Colorado, for the 2023 Budget Year. The voting was as follows:

Ayes: Sus, Vittum, Barden, Dambroski, Oakley, Pindell, Smith

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SMITH SECONDED** to

approve Resolution No. 950-22 Resolution No. 950-22 - A Resolution Appropriating Sums of Money in Addition to those Appropriated in Resolution No. 852-20 for the 2021 Fiscal Year for the Town of Bennett Road and Bridge Fund and Conservation Trust Fund. The voting was as follows:

Ayes: Barden, Dambroski, Oakley, Pindell, Smith, Sus, Vittum

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

## **8. Action/Discussion Items**

### **a. Town of Bennett Development Impact Fees**

Ordinance No. 764-22 - An Ordinance Amending the Development Impact Fees for the Town of Bennett

**Minutes:**

Danette Ruvalcaba, Town Treasurer and Director of Finance, presented the Town of Bennett Development Impact Fees to the Board.

**MAYOR PRO TEM OAKLEY MOVED, TRUSTEE BARDEN SECONDED** to

approve Ordinance No. 764-22 - An Ordinance Amending the Development Impact Fees for the Town of Bennett. The voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Vittum, Barden, Dambroski,

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

## **9. Town Manager Report**

**Minutes:**

- January 27, 2023 - Board Retreat. The retreat will be at the CORE Electric,

Cooperative from 8:00 a.m. - 2:00 p.m.

- The final NOMCOM (North Municipal Complex) facility fire inspection is scheduled on December 15th or December 16th.
- December 16th - The Town of Bennett Holiday party at the Forney Museum.
- December 20th - Consultants holiday lunch at Town Hall.
- Ms. Stiles introduced Denice Taylor, Assistant to the Town Manager. Ms. Taylor will assist with Special Projects, grant writing, and assisting with Code updates.

## 10. Trustee Comments and Committee Reports

Mayor and Trustees

### Minutes:

#### **Royce D. Pindell, Mayor, reported on the following:**

- Welcome back Trustee Vittum
- Thanked Staff for all of their continued hard work in 2022.

#### **Donna Sus, Trustee, reported on the following:**

- Attended the CML Effective Governance Class

#### **Larry Vittum, Trustee, reported on the following:**

- Thanked the Board for their vote and the opportunity to serve as Trustee

### a. DRCOG Representative Discussion

#### Minutes:

**TRUSTEE BARDEN MOVED, MAYOR PRO TEM OAKLEY SECONDED** to install Trustee Larry Vittum as the Town of Bennett representative for DRCOG. The voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Barden, Dambroski

Nays: None

Abstain: Vittum

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

## 11. Adjournment

### Minutes:

**TRUSTEE VITTUM MOVED, TRUSTEE BARDEN SECONDED** to adjourn the meeting. The meeting was adjourned at 8:01 p.m. Voting was as follows:

Ayes: Pindell, Smith, Sus, Vittum, Barden, Dambroski, Oakley

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

### Minutes Approved:

Royce D. Pindell, Mayor

DRAFT

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Christina Hart, Town Clerk

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Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Minutes published on  
01/05/2023 at 10:56 AM

# STAFF REPORT



welcome neighbors.

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TO: Mayor and Town of Bennett Board of Trustees  
FROM: Danette Ruvalcaba, Director of Finance  
DATE: January 10, 2023  
SUBJECT: Adams County Open Space Grant Agreement

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## Background

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Adams County citizens passed an Open Space Tax on November 2, 1999, and reauthorized it on November 2, 2004, to be extended until December 31, 2026. The voter approved issue called for 68% of the proceeds from the tax to be distributed to eligible jurisdictions by a grant process. The Open Space "Tax Issue" also provides for 30% of the funds to be returned to the Cities and County based on a formula of where the tax is collected. Two percent may be used for administrative purposes. Adams County Open Space Sales Tax funds are subject to an annual independent audit.

On November 3, 2020, Adams County citizens voted to permanently extend the existing county wide sales tax of one-fourth of one percent (one-fourth penny per dollar) for the continued purpose of preserving open space and creating and maintaining parks and recreation facilities.

The 68% Grant Fund is a competitive grant process where parks and open space projects compete for limited funds available through the sales tax program. Applications are reviewed by the Open Space Advisory Board (OSAB), comprised of seven (7) volunteer members appointed by the Board of County Commissioners (BoCC). The OSAB makes funding recommendations to the BoCC based on funds available and project merits. All final funding decisions are made by the BoCC.

The funding available in each grant cycle is comprised of the grant fund share of Open Space Sales Tax revenues for the last six months of the previous year (Spring grant cycle) or the first six months of the year (Fall grant cycle), all interest earnings on Open Space Sales Tax revenues, any unallocated monies remaining from previous revenues, and monies returned to the fund due to projects coming in under budget or projects that were unable to be completed.

Funding is limited for each grant cycle. The OSAB can elect to recommend a project be funded in full, part or may choose not to recommend funding for the project at all. The BoCC reviews the recommendations of the OSAB and can award in full, modify the amount, or deny grant funds to specific projects.

Applicants for projects or phases of projects that were not awarded Open Space Sales Tax funds in the full amount requested in the initial grant proposal are encouraged to reapply for up to two additional grant cycles following the initial submittal, in the event the applicant deems the project worthwhile of additional funding.

Town Staff submitted three applications to the program in the fall cycle.

- Civic Center Park Construction Grant, \$1,950,000 grant, \$1,300,000 land match.
- Art in the Parks Grant (Mural Project), \$70,000 grant, \$30,000 cash match.
- Trupp Park Concrete Grant (Various Locations), \$25,000 grant, \$25,000 cash match.

All three grants were awarded to the Town in November of 2022.

### **Staff Recommendation**

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Town Staff recommends the Board of Trustees adopt Resolution No. 951-23 to approve the Intergovernmental Agreements (IGA) between the Town of Bennett and Adams County Open Space for the Town of Bennett Art in the Parks grant, Civic Center Park Construction grant and the Town of Bennett Trupp Park Concrete grant.

Town Staff recommends the Board authorize the Mayor and Town of Bennett to enter into a standard Town of Bennett arts contract agreement with Some Girls and a Mural as a sole source contractor for the Art in the Parks project in an amount not to exceed \$100,000.

### **Attachments**

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1. Town of Bennett Art in the Parks - IGA
2. Town of Bennett Civic Center Park Construction - IGA
3. Town of Bennett Trupp Park Concrete - IGA
4. Resolution 951-23

## **ADAMS COUNTY OPEN SPACE GRANT AGREEMENT**

The Grant Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the Town of Bennett ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

### **RECITALS**

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, in November 2020, the citizens of Adams County authorized the permanent extension of the existing county-wide sales tax of one-fourth of one percent for the continuing purpose of preserving open space and creating and maintaining parks and recreation facilities; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on September 16<sup>th</sup> 2022, Applicant applied for an Adams County Open Space Grant to complete the "Art in the Parks" (the "Project"); and

WHEREAS, on November 29<sup>th</sup> 2022, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, Adams County awarded the Project 70% of the total Project costs, not to exceed \$70,000.00.

### **AGREEMENT**

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 70% of the total Project costs, not to exceed \$70,000.00 (the "Grant"), subject to terms and conditions set forth in this Agreement.
2. Project Scope. Applicant shall complete the Project as described in the grant application, attached as Exhibit 1 ("Project Scope"), and incorporated herein by this reference. Exhibit 1 attachments include the grant application and all application attachments. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy in the Open Space Policies and Procedures, attached as Exhibit 2 and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the

event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.

3. Completion Date. Applicant shall complete the Project no later than November 29, 2024 (“Completion Date”), which is two years after the date of Adams County’s approval of the Project. Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy in the Open Space Policies and Procedures, exhibit 2, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.
4. Compliance with Open Space Sales Tax Resolution and Open Space Policies and Procedures. Applicant shall use the Grant in accordance with Resolution 2020-480, and the Open Space Policies and Procedures, collectively attached hereto as Exhibit 2.
5. Audits and Accounting Records. Applicant shall maintain standard financial accounts, documents, and records relating to the completion of the Project. The accounts, documents and records related to the completion of this Project shall be subject to examination and audit by Adams County staff (the “Staff”) prior to receiving the Grant. All such accounts, documents, and records shall be kept in accordance with generally accepted accounting principles and be subject to an annual independent audit as set forth in Exhibit 2.
6. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:
  - a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for reimbursements. Should the Project take two full years to complete, the Reimbursement Request for the final period of the project must be received by November 29<sup>th</sup>, 2024 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 70% of project costs incurred during the previous period with cumulative reimbursements totaling no more than \$70,000.00
  - b. Acceptable Expenditures. Applicant can request payment for 70% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than \$70,000.00 that: (1) have already been paid by the Applicant, and (2) are listed in the approved budget attached as Exhibit 1, under Application Attachment A – Project Budget. Applicant may request disbursement of grant funds for costs that have been incurred, but not paid by Applicant. However, Adams County will consider such



requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.

- c. Reimbursement Request. Applicant shall submit via hand delivery, email, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.
  - d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.
  - e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason, therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.
7. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Project site, unless the Project will not be open to the public.
8. Publicity. In all press releases regarding this Project, Applicant shall include the following statement: "This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was originally passed by the Adams County voters in 1999, and reauthorized and permanently extended in November 2020.
9. Miscellaneous Provisions.
- A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
  - B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute shall be in Adams County, Colorado.
  - C. Time is of the essence. Time is of the essence in this Agreement.

- D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.
- E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.
- F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF ADAMS, STATE OF COLORADO

---

Chair

ATTEST:  
CLERK AND RECORDER'S OFFICE

---

Deputy Clerk

APPROVED AS TO FORM:

---

County Attorney's Office

Town of Bennett

---

By (signature)

---

Printed name

---

Title

## ADAMS COUNTY OPEN SPACE GRANT AGREEMENT

The Grant Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the Town of Bennett ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

### RECITALS

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, in November 2020, the citizens of Adams County authorized the permanent extension of the existing county-wide sales tax of one-fourth of one percent for the continuing purpose of preserving open space and creating and maintaining parks and recreation facilities; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on September 16<sup>th</sup> 2022, Applicant applied for an Adams County Open Space Grant to complete the "Civic Center Park Construction" (the "Project"); and

WHEREAS, on November 29<sup>th</sup> 2022, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, Adams County awarded the Project 60% of the total Project costs, not to exceed \$1,950,000.00.

### AGREEMENT

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 60% of the total Project costs, not to exceed \$1,950,000.00 (the "Grant"), subject to terms and conditions set forth in this Agreement.
2. Project Scope. Applicant shall complete the Project as described in the grant application, attached as Exhibit 1 ("Project Scope"), and incorporated herein by this reference. Exhibit 1 attachments include the grant application and all application attachments. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy in the Open Space Policies and Procedures, attached as Exhibit 2 and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the

event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.

3. Completion Date. Applicant shall complete the Project no later than November 29, 2024 (“Completion Date”), which is two years after the date of Adams County’s approval of the Project. Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy in the Open Space Policies and Procedures, exhibit 2, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.
4. Compliance with Open Space Sales Tax Resolution and Open Space Policies and Procedures. Applicant shall use the Grant in accordance with Resolution 2020-480, and the Open Space Policies and Procedures, collectively attached hereto as Exhibit 2.
5. Audits and Accounting Records. Applicant shall maintain standard financial accounts, documents, and records relating to the completion of the Project. The accounts, documents and records related to the completion of this Project shall be subject to examination and audit by Adams County staff (the “Staff”) prior to receiving the Grant. All such accounts, documents, and records shall be kept in accordance with generally accepted accounting principles and be subject to an annual independent audit as set forth in Exhibit 2.
6. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:
  - a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for reimbursements. Should the Project take two full years to complete, the Reimbursement Request for the final period of the project must be received by November 29<sup>th</sup>, 2024 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 60% of project costs incurred during the previous period with cumulative reimbursements totaling no more than \$1,950,000.00.
  - b. Acceptable Expenditures. Applicant can request payment for 60% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than \$1,950,000.00 that: (1) have already been paid by the Applicant, and (2) are listed in the approved budget attached as Exhibit 1, under Application Attachment A – Project Budget. Applicant may request disbursement of grant funds for costs that have been incurred, but not paid by Applicant. However, Adams County will consider such

requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.

- c. Reimbursement Request. Applicant shall submit via hand delivery, email, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.
  - d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.
  - e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason, therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.
7. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Project site, unless the Project will not be open to the public.
8. Publicity. In all press releases regarding this Project, Applicant shall include the following statement: "This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was originally passed by the Adams County voters in 1999, and reauthorized and permanently extended in November 2020.
9. Miscellaneous Provisions.
- A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
  - B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute shall be in Adams County, Colorado.
  - C. Time is of the essence. Time is of the essence in this Agreement.

- D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.
- E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.
- F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

ATTEST:  
CLERK AND RECORDER'S OFFICE

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney's Office

Town of Bennett

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title



## **ADAMS COUNTY OPEN SPACE GRANT AGREEMENT**

The Grant Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the Town of Bennett ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

### **RECITALS**

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, in November 2020, the citizens of Adams County authorized the permanent extension of the existing county-wide sales tax of one-fourth of one percent for the continuing purpose of preserving open space and creating and maintaining parks and recreation facilities; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on September 16<sup>th</sup> 2022, Applicant applied for an Adams County Open Space Grant to complete the "Trupp Park Concrete Improvements" (the "Project"); and

WHEREAS, on November 29<sup>th</sup> 2022, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, Adams County awarded the Project 50% of the total Project costs, not to exceed \$25,000.00.

### **AGREEMENT**

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 50% of the total Project costs, not to exceed \$25,000.00 (the "Grant"), subject to terms and conditions set forth in this Agreement.
2. Project Scope. Applicant shall complete the Project as described in the grant application, attached as Exhibit 1 ("Project Scope"), and incorporated herein by this reference. Exhibit 1 attachments include the grant application and all application attachments. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy in the Open Space Policies and Procedures, attached as Exhibit 2 and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the

event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.

3. Completion Date. Applicant shall complete the Project no later than November 29, 2024 (“Completion Date”), which is two years after the date of Adams County’s approval of the Project. Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy in the Open Space Policies and Procedures, exhibit 2, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.
4. Compliance with Open Space Sales Tax Resolution and Open Space Policies and Procedures. Applicant shall use the Grant in accordance with Resolution 2020-480, and the Open Space Policies and Procedures, collectively attached hereto as Exhibit 2.
5. Audits and Accounting Records. Applicant shall maintain standard financial accounts, documents, and records relating to the completion of the Project. The accounts, documents and records related to the completion of this Project shall be subject to examination and audit by Adams County staff (the “Staff”) prior to receiving the Grant. All such accounts, documents, and records shall be kept in accordance with generally accepted accounting principles and be subject to an annual independent audit as set forth in Exhibit 2.
6. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:
  - a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for reimbursements. Should the Project take two full years to complete, the Reimbursement Request for the final period of the project must be received by November 29<sup>th</sup>, 2024 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 50% of project costs incurred during the previous period with cumulative reimbursements totaling no more than \$25,000.00.
  - b. Acceptable Expenditures. Applicant can request payment for 50% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than \$25,000.00 that: (1) have already been paid by the Applicant, and (2) are listed in the approved budget attached as Exhibit 1, under Application Attachment A – Project Budget. Applicant may request disbursement of grant funds for costs that have been incurred, but not paid by Applicant. However, Adams County will consider such

requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.

- c. Reimbursement Request. Applicant shall submit via hand delivery, email, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.
  - d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.
  - e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason, therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.
7. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Project site, unless the Project will not be open to the public.
8. Publicity. In all press releases regarding this Project, Applicant shall include the following statement: "This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was originally passed by the Adams County voters in 1999, and reauthorized and permanently extended in November 2020.
9. Miscellaneous Provisions.
- A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
  - B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute shall be in Adams County, Colorado.
  - C. Time is of the essence. Time is of the essence in this Agreement.

- D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.
- E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.
- F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF ADAMS, STATE OF COLORADO

---

Chair

ATTEST:  
CLERK AND RECORDER'S OFFICE

---

Deputy Clerk

APPROVED AS TO FORM:

---

County Attorney's Office

Town of Bennett

---

By (signature)

---

Printed name

---

Title

## **RESOLUTION NO. 951-23**

### **A RESOLUTION APPROVING OPEN SPACE GRANT AGREEMENTS BETWEEN THE TOWN OF BENNETT AND COUNTY OF ADAMS FOR THE ART IN THE PARKS, CIVIC CENTER PARK CONSTRUCTION AND TRUPP PARK CONCRETE IMPROVEMENTS PROJECTS**

**WHEREAS**, the Town of Bennett has applied for and been awarded Adams County Open Space grants for the Art in the Parks Project in an amount of 70% of the total project costs, not to exceed \$70,000; and

**WHEREAS**, the Town of Bennett has also applied for and been awarded an Adams County Open Space grant for the Civic Center Park Construction project in an amount of 60% of the total project costs, not to exceed \$1,950,000; and

**WHEREAS**, the Town of Bennett has also applied for and been awarded an Adams County Open Space grant for the Trupp Park Concrete Improvements project in an amount of 50% of the total project costs, not to exceed \$25,000; and

**WHEREAS**, the Town desires to accept such grant and authorize the execution of a grant agreement for such funds;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:**

**Section 1.** The Board of Trustees hereby authorizes the execution of three Adams County Open Space Grant Agreements for the Art in the Parks, Civic Center Park Construction and Trupp Park Concrete Projects (the “Agreements”), in essentially the same form as the copy of such Agreements accompanying this Resolution.

**Section 2.** The Mayor is authorized to execute such Agreements on behalf of the Town, except that the Mayor is hereby further authorized to negotiate and approve such revisions to said Agreements as the Mayor and Town Manager determine are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreements are not altered.

**Section 3.** This Resolution shall be in full force and effect from and after the date of its passage and approval.

**INTRODUCED, READ, AND ADOPTED THIS 10<sup>th</sup> DAY OF JANUARY 2023.**

TOWN OF BENNETT

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Royce D. Pindell, Mayor

ATTEST:

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Christina Hart, Town Clerk

# **Bennett-Watkins Fire Rescue Impact Fee Study**

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**Final Report**

October 13, 2022

# **Bennett-Watkins Fire Rescue Impact Fee Study**

**Prepared for:**

Bennett-Watkins Fire Rescue  
355 4<sup>th</sup> St  
Bennett, CO 80102

**Prepared by:**

BBC Research & Consulting  
1999 Broadway, Suite 2200  
Denver, Colorado 80202-9750  
303.321.2547 fax 303.399.0448  
[www.bbcresearch.com](http://www.bbcresearch.com)  
[bbc@bbcresearch.com](mailto:bbc@bbcresearch.com)

# SECTION I.

## Introduction

Bennett-Watkins Fire Rescue (BWFR) provides fire rescue services in unincorporated Adams and Arapahoe counties, as well as the Towns of Bennett and Watkins. BWFR services an area of 325 square miles and responds to approximately 1,000-1,200 calls per year. Because of a heightened interest in development, BWFR is considering implementing *updated development impact fees* as part of a larger strategy to ensure that future development pays its own way and existing residents and services are not financially burdened by new growth.

Many Colorado communities impose development impact fees for expansion of public infrastructure. Some cities have entire suites of fees with separate charges for multiple infrastructure categories (e.g., streets, parks, and fire protection). Colorado statute and a series of United States Supreme Court decisions dictate the amounts that communities can charge in impact fees and how they can devise, impose, and spend them. Because of those requirements, BWFR retained BBC Research & Consulting (BBC) to conduct a feasibility assessment and prepare a report documenting the calculation of updated appropriate fees for its services. This report documents BBC's analysis and recommendations for updating BWFR's impact fee system that will continue to recover the proportional capital costs associated with new development.

### A. Impact Fee Requirements

Although there is no universally accepted definition of impact fees, most feasibility assessments focus on:

- *One-time application*, meaning that fees are a one-time payment for new development;
- *Restricted use*, meaning that fees are only applicable to infrastructure expansion projects.
- *New development*, meaning that fees are only applicable to new development and not improvements to existing developments; and
- *Proportionality requirements*, meaning that fees must be limited to the proportionate share of the capital costs associated with providing services to the new development.

For example, Juergensmeyer and Thomas (2008) describe impact fees as:

*"Fees collected through a set schedule or formula, spelled out in a local ordinance .... fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure..."<sup>1</sup>*

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<sup>1</sup> Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

**1. Colorado requirements.** Consistent with Juergensmeyer and Thomas's (2008) description of impact fees, Colorado law specifies the following requirements for impact fees:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for capital infrastructure projects:
  - Applicable projects must have a five-year life.
  - No funds can be diverted for operations, maintenance, repair, or facility replacement.
- Impact fee revenue must be segregated from other revenue and used for the purposes for which it was collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenue must be used for capital infrastructure expansion. No funds can be used for correcting existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

**2. Supreme Court decisions.** Impact fees must also be in accordance with a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee requirements are often referred to as *Nollan* and *Dolan*.<sup>2</sup> Guidance from those decisions requires that there be an "essential nexus" between the fee and the state's interest. In *Dolan v. City of Tigard* (1994), the Supreme Court held that, in addition to an "essential nexus," there must be "rough proportionality" between the proposed fee and the impacts that the fee is intended to mitigate. In *Dolan*, the Court further ruled that "rough proportionality" need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the project:

*"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."*<sup>3</sup>

Over the past two decades since *Dolan*, many communities have imposed impact fees, resulting in a broad set of common practices when considering how best to reflect judicial and statutory requirements in designing new fees.

## **B. Fee Applicability**

As noted above, communities can only use impact fee revenue to cover the costs of any necessary expansion of public infrastructure that is needed to serve new development. In addition, fee

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<sup>2</sup> *Nollan v. California Coastal Commission*, 483 U.S. 82; 1987 and *Dolan v. City of Tigard* (1994) 114S.Ct. 2309.

<sup>3</sup> *Dolan v. City of Tigard* (1994) 114S.Ct. 2309

amounts can only be set in a manner that is proportional to the cost of such infrastructure expansion.

**1. Public infrastructure.** *Public or capital infrastructure* is the physical component of public services. Under Colorado statute, the definition of *infrastructure* can include all equipment that has at least a five-year lifetime. It does not include personnel or any elements of service costs, even in circumstances where new staff is required to operate new facilities. Public infrastructure generally includes buildings, facilities, parking, lighting, ball fields, or other support facilities. Capital infrastructure generally includes streets, parks, administrative facilities, specialized fire or police buildings, and recreational facilities.

**2. Nature of infrastructure investments.** Not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make many infrastructure investments not because of growth pressures but for the repair and replacement of existing facilities, and it is allowable to account for such investments as part of impact fee calculations. For example, communities often make infrastructure investments related to:

- *Repair and replacement of existing facilities*, such as annual building maintenance or replacing a roof;
- *Betterment of existing facilities*, such as introducing new services or improving existing infrastructure without increasing service capacity; and
- *Facilities expansions*, such as expanding an existing building to accommodate growing personnel requirements.

## C. Capital Standards

In designing impact fees, communities must determine the appropriate capital standards applicable to each category of infrastructure. Facility standards, such as library space or recreation facilities per household, can vary widely between communities. Whereas some states have legislation that describes such criteria with great specificity, other states—like Colorado—use more general standards.

**1. Replacement value approach.** Typically, determining capital standards involves estimating the replacement value of specific capital facilities and the qualified equipment necessary for each category of infrastructure. For example, a city of 2,500 homes with a 20,000 square foot recreation center that has a replacement value of \$5 million would have a recreation center standard of 8 square feet per housing unit (i.e., 20,000 square feet/2,500 homes = 8 square feet per home) and a replacement value of \$250 per square foot (i.e., \$5 million/20,000 square feet = \$250 per square foot). Thus, each existing residence would have an embedded recreational investment of \$2,000 per home (i.e., \$250 x 8 square feet = \$2,000 per home), representing the community's recreational facility standard, which is what a developer could be charged for recreational facilities for each new unit.

If capital standards are defined using a replacement value approach, then calculations of those standards must account for any debt that applies against the relevant infrastructure. Because current residents are already responsible for that debt, it would be duplicative and inappropriate to charge developers impact fees that also include that debt.

**2. Plan-based approach.** Sometimes, communities use a *plan-based approach* to set capital standards, which relies on capital improvement plans or other specific plans for each department. A plan-based approach requires forecasts of households and commercial growth and detailed data on capital expansion plans. Plan-based approaches must focus on expansion-related projects or the expansion portion of projects rather than betterment or replacement projects.

## D. Other Considerations

Over time, some consensus has emerged on how best to ensure that impact fees comply with state statutes and court rulings. Many of the factors that communities must consider in designing fees appropriately are described above, but BBC also presents other considerations that communities must make.

- **Allocation by land use.** The courts have indicated that all forms of development that have facility impacts—that is, residential, industrial, and commercial developments— must pay their fair share of expansion costs. If one type of development is exempted from fees, then fees may not be sufficient to cover the cost of needed expansion that results from new development.
- **Use specificity.** Impact fee calculations vary between different forms and sizes of residential development and different uses of commercial buildings and how they impact demand for public services. When compelling evidence is available that the forms, sizes, or uses of particular types of development will result in substantially different demands for public services, then communities' impact fees should reflect that information.
- **Redevelopment.** The application of impact fees raises questions about how to deal with the redevelopment of existing properties. The redevelopment of a residence—even if it involves full scraping—does not lead to an increase in service demands, because it is still one residential unit with no implications for service delivery costs or capital needs. In contrast, the redevelopment of a larger lot into multiple homes would be assessed an impact fee based on the net number of new residential units, because there would be clear implications for service delivery and capital needs. Commercial redevelopment would be subject to the same considerations.
- **Waivers.** Communities should not waive fees unless the funds are reimbursed from other sources such as the general fund or other contributions by the developer to system expansion that exceed the calculated fees.
- **Timing.** Fees should be assessed at the time that building permits are issued.
- **Updates.** Impact fee calculations should be updated periodically. Most communities update their fees every two or three years.
- **Fee design costs.** The cost of fee design studies can be recovered through impact fees and used to reimburse communities' general funds.

## SECTION II.

### Impact Fee Derivation

As described in Section I, there are several types of information that communities must consider to appropriately set their development impact fees, including determining capital standards. BBC used data from various sources to make appropriate considerations in developing BWFR's development impact fees.

- **Capital standards.** BBC used BWFR's current investment in facilities as the basis for determining capital standards for its new fees. We obtained that information directly from the District. The valuation included estimates of investments in furniture, fixtures, and durable equipment. Calculations of capital standards must account for any debt that exists in connection with relevant infrastructure.
- **Land use allocation.** It is important for communities to determine how impact fees should be allocated according to land use so that all forms of development pay their fair share of expansion costs. Although BWFR does not maintain a database of relevant land use, data from the Adams and Arapahoe County Assessor's Offices indicates that the majority of current development is for residential purposes (77% residential, 23% non-residential). BBC allocated BWFR's new development impact fees accordingly, because future development in the region is not expected to differ substantially from land use.
- **Use specificity.** To the extent possible, impact fees should reflect the degree to which different forms, sizes, and uses of particular types of development will result in different demand for public services. However, there is no compelling evidence that suggests that larger homes create more demand for public services than smaller homes. As a result, BBC treated all residential units equally and all commercial units equally as they relate to public service demand.
- **Fee design costs.** The cost of fee design studies can be recovered through impact fees, so BBC has included the cost of this report in the fee calculations.
- **Proportionality.** By using BWFR's current investment in facilities to derive capital standards and then setting fee rates to replace the current standards of facility investment, BBC has ensured that proportionality has been reasonably and fairly derived. New growth is simply replicating its proportional share of an existing facility standard. Existing standards will be the standards to which new growth will be held accountable.

#### A. BWFR Budget Overview

Property tax revenues for BWFR are collected from the District's 13.122 mill levy. A mill levy is a tax rate used to calculate local property taxes and represents the amount per every \$1,000 of a property's assessed value that a community would charge. The 2022 BWFR Budget indicates the District will collect revenues of approximately \$4.1M this year, the vast majority of which is tax-related revenue from property taxes and specific ownership taxes. BWFR projects roughly \$302K in capital outlay expenses in 2022, not including debt service. As discussed in Section I, capital investments are generally used for repair and replacement, betterment of facilities and service standards, and facilities expansion.

Additional property tax and specific ownership tax revenue that funds BWFR's operating budget will continue to be dedicated to ongoing District expenses and will not likely be sufficient to fund the required level of growth-related capital expansion. If BWFR chooses to continue collecting impact fees of the type presented in this report, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. With impact fees, new development pays their equitable share of new infrastructure and existing taxpayers will not be responsible for subsidizing growth. In addition, BWFR's capital and operating funds can be reserved for other, non-growth-related uses.

## **B. Impact Fee Calculations**

BBC's methodology for calculating BWFR's impact fee includes the following tasks:

1. Quantify the infrastructure investment needed to maintain current level of service;
2. Develop estimates of BWFR's current land use pattern; and
3. Calculate the fire protection infrastructure costs per unit of development (per household or per square foot of commercial development).

**1. Infrastructure investment.** A conservative method of establishing BWFR's current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. Specifically, BWFR has five types of capital infrastructure-related spending that should be included in a calculation of current infrastructure investment:

- Land and buildings;
- Major apparatus, such as fire engines and specialized vehicles;
- A variety of lifesaving and fire-fighting apparatus;
- Business property, such as furniture, computers, and related durable assets; and
- The cost of this impact fee study.

BWFR has outstanding debt related to two assets. For that reason, the allocated replacement value for those assets has been reduced by the value of that debt. Figure II-1 presents BWFR's current infrastructure and the value eligible to be included in impact fee calculations. As shown in the last row of Figure II-1, the total replacement value of BWFR's current infrastructure is approximately \$7.4 million.

**Figure II-1.**  
**BWFR's Current Assets**

Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees <sup>(1)</sup>	Allocated Replacement Value <sup>(2)</sup>
<b>Buildings and Land</b>			
Station - 515 Washington Ave	\$572,428	100%	\$572,428
Living Quarters - 515 Washington Ave	\$152,081	100%	\$152,081
Station - 35900 E Colfax Ave	\$633,910	100%	\$633,910
Storage - 35900 E Colfax Ave	\$37,007	100%	\$37,007
Training Structure - 35900 E Colfax Ave	\$148,023	100%	\$148,023
Station - 825 Shari's Ct	\$298,686	100%	\$298,686
Station - 129 County Rd & Quincy	\$133,156	100%	\$133,156
Vacant Land - Parcel #1 (1.0 acres)	\$110,000	100%	\$110,000
Vacant Land - Parcel #2 (1.85 acres)	\$203,500	100%	\$203,500
Water Cistern & Land (0.09 acres)	\$19,900	100%	\$19,900
<b>Vehicles</b>			
1988 Chevrolet Rescue Hvy	\$30,000	100%	\$30,000
1999 International tanker	\$195,000	100%	\$195,000
1992 International Pumper LDH	\$165,000	100%	\$165,000
2001 Ford Brush Vehicle	\$75,000	100%	\$75,000
2002 Ford Ambulance	\$94,500	100%	\$94,500
1951 Chevrolet Antique	\$50,000	0%	\$0
2002 Ford Brush Vehicle	\$75,000	100%	\$75,000
2003 HME Pumper	\$300,000	100%	\$300,000
2006 Surrey Trailer	\$40,225	100%	\$40,225
2006 Freightliner Brush Vehicle	\$140,000	100%	\$140,000
2007 Dodge First Responder	\$40,000	100%	\$40,000
1990 Emergency One Pumper LDH	\$155,000	100%	\$155,000
2009 Super Liner Ambulance	\$163,750	100%	\$163,750
2013 Ford Ambulance	\$180,614	100%	\$180,614
2013 Chevrolet First Responder	\$60,000	100%	\$60,000
2015 Freightliner Pumper Tanker	\$257,805	100%	\$257,805
2015 Foam CF Trailer	\$55,270	100%	\$55,270
2015 Pierce Quint	\$793,048	100%	\$793,048
2016 GMC First Responder	\$46,140	100%	\$46,140
2002 Chevrolet First Responder	\$10,000	100%	\$10,000
2018 Chevrolet First Responder	\$66,000	100%	\$66,000
2018 Chevrolet First Responder	\$66,000	100%	\$66,000
2019 Ford Ambulance	\$210,000	100%	\$210,000
2019 International Brush Vehicle	\$240,000	100%	\$240,000
2021 UPF Trailer	\$100,000	100%	\$100,000
2020 Pierce Impel Hale Engine	\$679,677	25%	\$173,212
<b>Fire Equipment and Business Property</b>			
SCBAs	\$272,475	79%	\$216,469
Capital assets on vehicles	\$683,000	100%	\$683,000
Capital assets at facilities	\$410,000	100%	\$410,000
<b>Fee Study</b>			
Cost of study	\$8,000	100%	\$8,000
<b>Total Value of Fire Infrastructure for Fee Calculation</b>			<b>\$7,357,724</b>

Notes:

(1) Reflects BWFR's equity in each piece of capital infrastructure net of any outstanding debt service obligation.

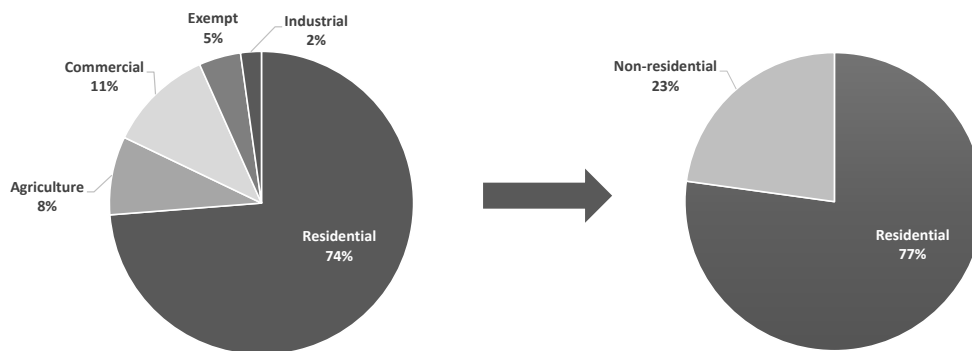
(2) Total replacement value x Portion to include in impact fees = Allocated replacement value.

Source: BWFR and BBC Research & Consulting.



**2. Current land use.** BBC used BWFR’s current distribution of development as a basis for allocating certain infrastructure expansion costs over different types of land uses, which is consistent with the Colorado Municipal League’s recommendation that cost allocation be based on measures of land use. Figure II-2 presents the distribution of residential and non-residential building square footage, based on data from the Adams and Arapahoe County Assessors. As shown in Figure II-2, 77 percent of development in the region is residential and 23 percent is non-residential.

**Figure II-2.**  
**Distribution of Residential and Non-Residential Square Footage, 2021**



Source: BWFR and BBC Research & Consulting.

**3. Impact fee calculation.** Figure II-3 uses BWFR’s current service standards and infrastructure replication costs to determine appropriate household, commercial, and other non-residential fees. BBC used BWFR’s existing land use pattern as a proxy for the assignment of costs to particular types of development. Figure II-3 presents fee calculations for each relevant type of development. The value of total fire infrastructure is presented in the top row of Figure II-3 (and is identical to the last row of Figure II-1).

- The first step in calculating impact fees was to allocate the total value proportionally to each type of development, based on BWFR’s existing land use pattern. Thus, BBC allocated \$5.7 million to residential development (or, 77%), and \$1.7 million to other non-residential development (or, 23%).
- Next, BBC allocated infrastructure value for each type of development to each unit of existing development within that category—that is, each dwelling unit for residential development and each square foot of non-residential development—to determine the relevant burden of each unit of existing development on current infrastructure.

The result of allocating costs in the manner described above resulted in full cost-recovery impact fees, which, as shown in the last three rows of Figure II-3 are \$1,618 per residential dwelling unit and \$0.68 per square foot of non-residential development. BWFR can choose to charge less than those amounts but it must apply discounts uniformly to all land use categories.

**Figure II-3.  
Full Cost Recovery Impact  
Fees for BWFR**

Source:  
BWFR and BBC Research & Consulting.

Calculation of Impact Fees	
<b>Value of Fire Infrastructure</b>	\$7,357,724
<b>Current Land Use Distribution</b>	
Residential	77%
Non-Residential	23%
<b>Costs by Land Use Category</b>	
Residential	\$5,679,952
Non-Residential	\$1,677,772
<b>Existing Development</b>	
Residential (in dwelling units)	3,511
Non-Residential (square feet)	2,466,342
<b>Impact Fee by Land Use</b>	
Residential (per dwelling unit)	<b>\$1,618</b>
Non-residential (per square foot)	<b>\$0.68</b>

## **SECTION III.**

### **Summary and Recommendations**

The development impact fees of \$1,618 per residential dwelling unit and \$0.68 per non-residential square foot that BBC recommends for BWFR's consideration represent maximum defensible amounts, and we recognize that the District may choose not to adopt fees as high as the maximum defensible amounts. BBC also offers the following recommendations:

- BWFR should maintain its impact fee fund separate and apart from its general fund and make withdrawals from the former only to pay for growth-related infrastructure.
- BWFR should adhere to a written policy governing its expenditure of monies from its impact fee fund. BWFR should be prohibited from paying for operational expenses with impact fees, including the repair and replacement of existing infrastructure not necessitated by growth. In cases when BWFR expects new infrastructure to partially replace existing capacity and to partially serve new growth, cost sharing between its general fund (or capital fund) and its impact fee fund should be allowed on a proportional basis as determined by the District's board.
- BWFR's impact fees should be updated periodically as it invests in additional infrastructure beyond what is listed in this report or the District's population or inventory of commercial square footage changes substantially.
- BWFR's fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.

## INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between the Town of Bennett ("**Town**") and the Bennett Fire Protection District No. 7 ("**District**"). The Town and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

### RECITALS

**WHEREAS**, the Town is a statutory municipality in the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

**WHEREAS**, the District was organized to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

**WHEREAS**, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

**WHEREAS**, the District obtained an Impact Fee Study dated September 4, 2015 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**");

**WHEREAS**, on December 3, 2015, the District's Board of Directors ("**Board**") adopted Resolution No. 2015-09 approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as **Attachment 1**; and

**WHEREAS**, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### AGREEMENT

**1. Definitions.** In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto. "**New Development**" shall mean development in the Town for which a Development Permit is required.

#### **2. Establishment of District Impact Fee.**

a. The Town agrees to impose an impact fee on New Development that currently is located within both the Town and the District, or that in the future becomes located within the Town and the District, in accordance with the Impact Fee Schedule attached as **Attachment 1, subject to inflation as set forth herein** ("**District Impact Fee**"). The District Impact Fee shall be imposed on all New Development for which a

Development Permit application is submitted to the Town on or after February 19, 2018. The District Impact Fee will not be imposed on New Development which is exempt from payment of the Town's development impact fees.

**On December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding twelve-month period. The District shall provide the Town with an updated Impact Fee Schedule showing the adjusted fees no later than January 1 of each year.**

b. The District will update, at its sole expense, the Nexus Study no less frequently than every seven years ("*Updated Nexus Study*"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of New Development on the District's Capital Facilities ("*Updated Impact Fee Schedule*"). On or before September 10 of the then-current calendar year, the District shall submit to the Town a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the Town objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

### **3. Procedures for Assessment, Collection, and Remittance.**

a. As part of its Development Permit application process, the Town shall confer with the District and the developer of any proposed New Development within the District's jurisdictional boundaries regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("*In-Kind Contribution*"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the Town as part of the Development Permit application process.

c. The Town shall promptly notify the District of the Town's final decision on whether to grant or deny the Development Permit application. If the Town denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the Town grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District as provided in subsection d, below.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The Town shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the Town when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the Town shall not issue any certificate of occupancy in connection with the New Development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by

the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes. On or before February 1 of each year, the District shall provide the Town with a written report outlining: (i) the amount of District Impact Fees collected, by land use category; (ii) the Capital Facilities for which the District Impact Fees were used; and (iii) how the Capital Facilities support New Development within the District's jurisdiction.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

h. Notwithstanding any provision in this Agreement to the contrary and pursuant to C.R.S. § 29-20-104.5(5), the Town, in its sole discretion, may waive or reduce District Impact Fees on the development of low- or moderate-income housing or affordable employee housing as defined by the Town.

#### **4. Use of District Impact Fees; Records.**

a. All District Impact Fees shall be utilized by the District solely for the purpose of defraying projected impacts on Capital Facilities caused by New Development in accordance with applicable law, including but not limited to, C.R.S. § 29-20-104.5.

b. Upon request, the District agrees to make available its accounting records related to the District Impact Fees and Capital Facilities and audits to the Town or the Town's designated representatives for verification of compliance with the terms and conditions of this Agreement.

**5. Effective Date and Term.** This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

#### **6. Termination.**

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the Town. The Town may terminate this Agreement upon six (6) months prior written notice to the District.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the Town may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the Town may terminate this Agreement upon 30 calendar days prior written notice to the District, and the Town shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

**7. Default.** If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

**8. Indemnification.** To the extent permitted by law, the District shall, at its own expense, be responsible for defending any and all claims (whether filed against the Town, District, or both) arising from the Town's adoption, enforcement or implementation of the District Impact Fees or this Agreement; for its attorney fees; and for the payment of any final monetary judgment entered against the Town in any such action.

**9. Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**10. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

**11. Notices and Requests.** Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Town of Bennett  
Attn: Town Administrator  
355 4th Street  
Bennett, CO 80102

Bennett Fire Protection District No. 7  
Attn: Fire Chief  
825 Shari's Court  
Bennett, Colorado 80102

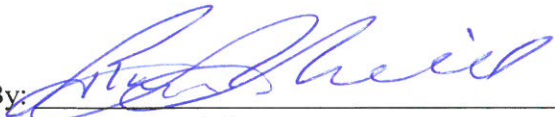
**12. Financial Obligations.** This Agreement shall not be deemed a pledge of the credit of the Town or the District, or a collection or payment guarantee by the Town to the District. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect debt or financial obligation.

**13. Miscellaneous.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the County of Adams District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties have executed this Agreement.

**TOWN OF BENNETT**

By:   
Royce D. Pindell, Mayor

Date: 1-9-2018

ATTESTED:

  
Lynette F. White, Town Clerk



**BENNETT FIRE PROTECTION DISTRICT  
NO. 7,**

By:   
James Woods, Board President

Date: 2/8/18

ATTESTED:

  
Steve Dambroski, Board Secretary



Attachment 1

BENNETT FIRE PROTECTION DISTRICT NO. 7  
EMERGENCY SERVICES IMPACT FEE SCHEDULE  
Effective February 19, 2018

<b>Residential</b>	
Unit Type	Fee Per Dwelling Unit <sup>1</sup>
Single Family	\$1500
Multifamily	\$1500

<b>Nonresidential</b>	
Fee Per Square Foot	\$0.72

No individual landowner is required to provide any site-specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

<sup>1</sup> A dwelling unit refers to each single-family dwelling and each individual unit of a multifamily dwelling.

Attachment 2

**BENNETT FIRE PROTECTION DISTRICT NO. 7  
IMPACT FEE FORM**

<b>Developer Information</b>			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
<b>Contact Person</b>			
Name		Title	
Telephone		Cell Phone	
Email Address			
<b>Development Information</b>			
Name of Development		Location (Address or Cross Streets)	
<b>Residential Units</b>		<b>Non-Residential Square Footage</b>	
Single Units (\$ ___ per unit)		Commercial (\$ ___ per square foot)	
2+ Units (\$ ___ per unit)		Office/Industrial (\$ ___ per square foot)	
Manufactured Homes (\$ ___ per unit)		Industrial/Flex (\$ ___ per square foot)	
<b>Impact Fee</b>			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$ _____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by the Town of Bennett as part of its development permit application process. If the Town denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the Town grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the Town will issue a certificate of occupancy in connection with the development.

**DEVELOPER:**

**BENNETT FIRE PROTECTION DISTRICT NO. 7**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Earl Cumley, Fire Chief  
Date: \_\_\_\_\_

**ORDINANCE NO. 765-23**

**AN ORDINANCE AMENDING SECTION 4-9-120 OF THE BENNETT MUNICIPAL CODE TO UPDATE THE FIRE AND EMERGENCY SERVICES IMPACT FEE**

**WHEREAS**, the Board of Trustees previously adopted Chapter 4, IX of the Bennett Municipal Code to provide for the assessment and remittance of a fire and emergency services impact fee; and

**WHEREAS**, the fire and emergency services impact fee is authorized pursuant to C.R.S. § 29-20-104.5(2)(c) and in accordance with the Intergovernmental Agreement for the Assessment, Collection and Remittance of Emergency Service Impact Fees (the “Intergovernmental Agreement”) between the Town and the Bennett Fire Protection District No. 7 (the “Fire District”); and

**WHEREAS**, the Intergovernmental Agreement requires the Fire District to update its impact fee study no less than every seven years; and

**WHEREAS**, the Fire District last completed an impact fee study in 2015; and

**WHEREAS**, the Fire District retained BBC Research & Consulting to update the study and to evaluate the nexus between new development within the Fire District’s jurisdictional boundaries and the projected impact that such development has on the Fire District’s capital facilities, as outlined in the Bennett-Watkins Fire Rescue Impact Fee Study dated October 13, 2022 (the “Impact Fee Study”); and

**WHEREAS**, the Town Board of Trustees desires to amend the fire and emergency services impact fee to reflect the updated amounts outlined in the Impact Fee Study, with such amounts to thereafter be subject to annual inflationary adjustments pursuant to Section 4-9-120(b) of the Bennett Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:**

**Section 1.** Section 4-9-120(a) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

**4-9-120. Imposition of the fire and emergency services impact fee.**

(a) Pursuant to the Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees between the Town and the Fire District, there is hereby imposed the following fire and emergency services impact fee on all new development within the Town and the Fire District’s service area:

<b>Development Type</b>	<b>Fire and Emergency Services Impact Fee</b>
Residential Single Family	<del>\$1,500</del> <u>\$1,618</u> per dwelling unit*
Residential Multifamily	<del>\$1,500</del> <u>\$1,618</u> per dwelling unit*
Nonresidential	<del>\$0.72</del> <u>\$0.68</u> per square foot

\* A dwelling unit refers to each single-family dwelling and each individual unit of a multifamily dwelling.

**Section 2.** The Intergovernmental Agreement for the Assessment, Collection and Remittance of Emergency Service Impact Fees between the Town and the Bennett Fire Protection District No. 7 is hereby amended by updating Attachment 1 to reflect the foregoing amounts.

**Section 3.** If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

**Section 4.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof, are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED  
BY TITLE ONLY THIS 10<sup>th</sup> DAY OF JANUARY 2023.**

TOWN OF BENNETT, COLORADO

\_\_\_\_\_  
Royce D. Pindell, Mayor

ATTEST:

\_\_\_\_\_  
Christina Hart, Town Clerk

### **Suggested Motion**

I move to approve Ordinance No. 765-23 – An ordinance amending Section 4-9-120 of the Bennett Municipal Code to update the Fire and Emergency Services Impact Fee.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Trish Stiles, Town Manager  
DATE: January 10, 2023  
SUBJECT: 2023 BennT Creek Water Authority Board Reappointment

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## Background

Charles Bayley was appointed to the BennT Creek Water Authority as a Director on April 8, 2020. Per the Water Authority's regulations, each Director shall serve a term of three (3) years; provided however, there shall be no limit on the number of terms a Director may serve. Mr. Bayley has expressed interest in continuing his role as a Director on the Water Authority Board. His term expires in April 2023.

Charles Bayley has worked diligently to increase water supplies for the Town of Bennett including additional ground water, the development of reuse water and the development and purchase of a renewable water source. He provides a great deal of institutional knowledge to the Water Authority Board.

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## Staff Recommendation

Staff recommends the Board of Trustees reappoint Charles Bayley for an additional three (3) year term as a Director on the BennT Creek Water Authority Board with a term ending in April 2026.

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## Attachments

1. Agreement Establishing the BennT Creek Regional Water Authority
2. Oath of Office

## AGREEMENT ESTABLISHING THE BENNT CREEK REGIONAL WATER AUTHORITY

THIS AGREEMENT ESTABLISHING THE BENNT CREEK REGIONAL WATER AUTHORITY (this “**Agreement**”) is made and entered into as of the Effective Date (defined in Section 8) by and between TODD CREEK VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**TCVMD**”), and the TOWN OF BENNETT, COLORADO, a statutory town duly organized and existing under the Constitution and laws of the State of Colorado (“**Bennett**”); TCVMD and Bennett are referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

### WITNESSETH

WHEREAS, TCVMD has been organized and is authorized pursuant to Sections 32-1-101, *et seq.*, C.R.S., to, among other purposes, supply water to its customers both within and outside of its service area currently within Adams County and Weld County, Colorado, as that service area may be expanded in the future, and to fulfill those functions, to finance, construct, acquire and operate water and irrigation public improvements, appropriate and adjudicate water rights, contract for and acquire water rights and take all other actions necessary or desirable to deliver water service within TCVMD’s service area and extraterritorially; and

WHEREAS, Bennett owns and operates a municipal water system, which includes, but is not limited to, water rights, water supplies, and water system facilities, including wells, treatment plant, and water mains and lines and related infrastructure for the distribution of raw and treated water within its boundaries and extraterritorially; and

WHEREAS, the Parties are authorized and empowered to supply water for all beneficial uses, including without limitation, municipal, domestic, commercial, recreational, irrigation and industrial purposes, including reuse and successive use, by direct use and storage, and including augmentation, substitution and exchange, by any lawful means, and to provide all necessary water rights, water supplies, property, diversion works, reservoirs, treatment works and facilities, and equipment and appurtenances incident thereto (collectively, and as more particularly described in Section 1.3, the “**Water Services**”); and

WHEREAS, political subdivisions of the State are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S.; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their respective powers and responsibilities by cooperating and contracting with other governments, and provides that such statutory provisions shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of such contracting governments, including without limitation, the incurring of debt, and to establish a separate legal entity to do so; and

WHEREAS, pursuant to Section 29-1-204.2, C.R.S. (as amended from time to time, the “**Water Authority Act**”), political subdivisions of the State are authorized to establish by contract a separate governmental entity to effect the planning and development of water resources, water systems and water facilities, including acquiring easements and property for the purposes of the development of those facilities; and

WHEREAS, the Parties have a mutual interest and desire to establish a water authority as a separate governmental entity to make the best practicable use of their joint resources, to supply water to the Parties, their inhabitants and others, and to further develop their existing water resources, systems, and facilities; and

WHEREAS, the cost and scheduling to provide the Water Services may be substantially increased if provided individually by the Parties without considering the coordinated delivery and overall development needs of the Parties as a whole; and

WHEREAS, the establishment of a water authority by the Parties shall serve a public purpose and shall promote the health, safety, prosperity, security, and general welfare of the inhabitants of the Parties and others; and

WHEREAS, it is the best interest of the Parties and for the public health, safety and convenience, and the welfare and security of the inhabitants of Parties and others, that the Parties enter into this Agreement for the purpose of establishing a water authority to provide the Water Services and incur financial obligations on behalf of the respective Party as may be identified and agreed upon by the Parties from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

#### **1. Establishment of the Water Authority.**

1.1 **Creation.** Pursuant to and in accordance with the Water Authority Act, the Parties do hereby establish a separate governmental entity and political subdivision of the State to be known as the “BennT Creek Regional Water Authority” (the “**Authority**”). The Authority shall be an entity separate and distinct from the Parties.

1.2 **Purposes.** The purposes of the Authority are to provide the Water Services, including without limitation, to supply water for all beneficial uses, including but not limited to, municipal, domestic, commercial, recreational, irrigation and industrial purposes, including reuse and successive use, by direct use and storage, and including augmentation, substitution and exchange, by any lawful means, and to provide all necessary property, diversion works, reservoirs, treatment works and facilities, and equipment and appurtenances incident thereto; and to effect the development of water resources, systems, or facilities, in whole or in part, for the benefit of the Parties, their inhabitants and others.



1.3 Functions and Services. The function or service to be provided by the Authority is the provision of water to the Parties, their inhabitants and/or others, by:

- a. Acquiring, selling and delivering water;
- b. Developing water resources for the Parties' use;
- c. Acquiring, constructing, owning, repairing, operating, and maintaining, by way of illustration and not limitation, water diversion, transmission and storage facilities and water treatment facilities and treated water storage systems, together with any and all appurtenances thereto, and/or contracting with third parties to provide such facilities and services;
- d. Providing such other services or performing such other functions as may be authorized by law and determined by the Board (as more fully described in Section 3), to be in the best interests of the Parties, their inhabitants and others.

2. Powers of the Authority.

2.1 Delegation of Powers, Duties and Responsibilities. Each of the Parties delegates to the Authority the limited power, duty and responsibility to provide the Water Services, to employ the necessary personnel and to do any and all other things necessary or desirable to provide the Water Services and to incur financial obligations on behalf of the Parties. Notwithstanding the foregoing delegations, each of the Parties reserves and maintains for itself the power to provide water systems and services and to incur financial obligations related thereto, it being the Parties' understanding and agreement that this Agreement and provision of the Water Services hereunder is secondary and supplementary to the Parties' legal authority and authorization to separately provide water systems and services to their respective inhabitants and others, and to incur financial obligations in connection therewith.

2.2 Plenary Powers. Except as otherwise expressly limited by this Agreement, the Authority, in its own name and as provided in this Agreement, may exercise all powers lawfully authorized in the Water Authority Act, including without limitation, all incidental, implied, expressed or such other powers as necessary to effect the purposes of this Agreement. The Authority shall act through its Board (defined in Section 3.1), and its officers, agents, consultants and employees as authorized by the Board pursuant to any action, motion, resolutions and regulations of the Authority. The Authority shall not have the power to represent itself as, or act as an agent for or on behalf of, any individual Party without such Party's prior written consent.

2.3 Enumerated Powers. Without limiting the generality of the foregoing, to enable the Authority to carry out its functions and provide the services described in Section 1.3, the Authority shall have the following powers:

- a. To develop water resources, systems, or facilities in whole or in part, for the benefit of the inhabitants of the Parties and/or others at the discretion of the Board, subject to fulfilling the terms and conditions of this Agreement;
- b. To make and enter into contracts;

- c. To employ agents and employees;
- d. To acquire, construct, manage, maintain, or operate water systems, facilities, works, or improvements, or any interest therein;
- e. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized for the purposes of raw water diversion and storage, transmission, treatment, and distribution of treated water;
- f. To condemn property for use as rights of way, provided such property is not owned by any public utility and devoted to such public use pursuant to State authority;
- g. To incur debts, liabilities or obligations to the extent and in the manner permitted by law;
- h. To sue and to be sued in its own name;
- i. To have and use a corporate seal;
- j. To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority, with such fees, rates, and charges to be in such amount or amounts as necessary to provide for the acquisition or development of raw water, the operation and maintenance of Authority facilities, the maintenance of debt service and reserve requirements of the Authority, and the financing of capital improvements and other obligations and expenses of the Authority;
- k. To adopt, by resolution, bylaws for the conduct of the Authority so long as such bylaws are not in conflict with the provisions of this Agreement or applicable law;
- l. To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose so long as such regulations are not in conflict with the provisions of this Agreement or applicable law;
- m. To exercise any other powers which are necessary or desirable for the provision of functions, services, or facilities by the Authority and which are specified in this Agreement, including but not limited to:
  - (i) To own, operate and maintain real and personal property and facilities in common with others, to conduct joint, partnership, cooperative or other operations with others, and to exercise all powers granted herein in joint, partnership, or cooperative efforts and operations with others;
  - (ii) To acquire, appropriate, adjudicate, change, maintain, use and operate water rights and supplies, including plans for augmentation, substitute water supply plans, and contractual rights, and to provide measurement, accounting and reporting of such water rights and supplies as required by law and as required by the Authority; and

(iii) To receive contributions, gifts, bequests or other grants of cash, equipment or services from the Parties or other entities, individuals, or political subdivisions;

n. To do and perform any acts and things authorized by the Water Authority Act under, through, or by means of an agent or by contracts with any person, firm, or corporation;

o. To permit other municipalities, special districts, or political subdivisions of the State that are authorized to supply water to enter into this Agreement at the discretion of the Board, subject to fulfilling any and all conditions or requirements of this Agreement, except that rates need not be uniform between the Authority and the Parties;

p. To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands;

q. To the extent permitted by law, to justly indemnify property owners or others affected for any losses or damages incurred or that may subsequently be caused by or which result from actions of the Authority; and

r. To exercise all powers which are now, or hereafter may be, conferred by law upon a water authority organized pursuant to the Water Authority Act, or necessary, incidental, convenient, or conducive to the attainment of its purposes and provision of its functions, services, and facilities, subject to such limitations as are, or may be, prescribed by law.

2.4 Limitation on Powers. Notwithstanding any provision of this Agreement to the contrary, the Authority shall not have the powers of taxation or imposition of *ad valorem* special assessments.

2.5 No Private Inurement. No portion of the assets or earnings, in whole or in part, of the Authority shall inure to the benefit of or be distributable to its directors, officers or other private persons, except the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement for reasonable expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

### 3. Governing Body; Meetings.

3.1 Board of Directors. The governing body of the Authority shall be the board of directors (the “**Board**”), in which all legislative power of the Authority is vested, and which shall exercise and perform all powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law, including without limitation, the Water Authority Act. The initial number of the members of the Board (“**Directors**”) shall be four (4). Each Director shall be a natural person age 18 or older.

3.2 Appointment. Each Party shall be entitled to appoint two (2) Directors to serve on the Board, and each Director shall have one (1) vote on behalf of the Party he/she is appointed to represent. Each Party shall be entitled to appoint one (1) alternative Director to attend any meeting of the Board in the stead of a Director appointed by such Party in the event such Director is unable to attend the applicable Board meeting. No Director shall be required to be a member, shareholder, director, officer or employee of the appointing Party.

3.3 Term; Removal; Vacancies. Each Director shall serve a term of three (3) years; provided however, there shall be no limit on the number of terms a Director may serve. The initial terms shall be staggered, as set forth in the bylaws to be adopted by the Board. A Director shall serve until his/her office is deemed vacant. Each Director shall serve at the pleasure of the Party that appoints such Director, and a Director may be removed from office with or without cause by the appointing Party, upon written notice to such Director and the Board. A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal or disability, shall be filled in the same manner of appointment or selection as provided in Section 3.2. If a vacancy is not filled as described in the preceding sentence, then the vote allocated to such vacant seat shall be deemed waived on any matter coming before the Board and the corresponding voting and quorum requirement shall be reduced by the number of vacant seats until such time as each vacancy is filled.

3.4 Reimbursement. The Board, by resolution, may provide for reimbursement to the Directors of their reasonable actual expenses incurred on behalf of the Authority.

3.5 Regular Meetings. The Board shall hold regular meetings. The time and place of such meetings shall be set by resolution adopted by the Board from time to time.

3.6 Special Meetings. Special meetings of the Board may be called by the Chair or any two Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board shall be held at such time and place as shall be fixed by the Chair or Directors calling the meeting.

3.7 Notice of Meetings. Notice of meetings shall be posted electronically online at the Authority's website no less than twenty-four (24) hours prior to the meeting. The Board shall also designate one or more public places within the service area of the Authority which it may post such notice if electronic on-line posting is not available in exigent or emergency circumstances. If the Board does not designate a new physical posting place in a calendar year, the physical posting place for that year shall be the physical posting place in the prior calendar year. The Secretary shall also notify each Director of the meeting by telephonic or electronic means not less than three (3) business days prior to the meeting.

3.8 Waiver. Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing signed by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

3.9 Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business; provided that, if less than a quorum is present, the Directors present may adjourn the meeting from time to time, provided, further, that the Secretary shall notify any absent Directors of the time and place of such adjourned meeting.

3.10 Decisions; Actions by Board. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present either in person, telephonically or electronically. Voting by proxy is prohibited. The act of a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board.

3.11 Duties of the Board. The duties of the Board shall be:

- a. To govern the business and affairs of the Authority;
- b. To exercise all powers of the Authority;
- c. To comply with the provisions of Parts 1, 5 and 6 of Article 1, Title 29 of C.R.S., as amended, regarding, among other matters, budget preparation, accounting and auditing;
- d. To invest the funds of the Authority;
- e. To govern the financial transactions of the Authority, including the receipt, custody and disbursement of its funds, securities and other assets;
- f. To provide for the services of a firm of independent certified public accountants to examine, at least annually, the financial records and accounts of the Authority, and to report thereupon to the Board;
- g. To keep records of the Authority's proceedings; and
- h. To adopt such bylaws as appropriate for the conduct of its business not in conflict with the terms of this Agreement.

3.12 Annual Budget. Not later than September 15 of each year, the Board shall cause a proposed budget for the next fiscal year to be prepared and shall submit a copy of such proposed budget to all Parties. Annual budgets adopted by the Board shall conform to the requirements of Sections 29-1-101, et seq., C.R.S., as amended. The annual budget shall provide that all general administrative expenses of the Authority shall be prorated equally among the Parties (which may be by assessment of a service fee in connection with the Authority's delivery of water) and all direct project costs of the Authority shall be prorated among the applicable Parties based on each Party's participation in such Authority project. The Board may amend its annual budget in accordance with Sections 29-1-101, et seq., C.R.S., as amended. The Authority shall make available to each Party a detailed statement of the final costs and expenses for the prior fiscal year allocated in the same manner as estimated expenses were allocated, as soon as reasonably practical after the close of each fiscal year.



3.13 Conflicts of Interest. All Directors shall disclose from time to time, in writing, conflicts of interest as required by applicable law.

4. Officers.

4.1 Offices. The officers of the Authority shall be a Chair, Vice-Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time, to perform such duties as may be approved by the Board.

4.2 Regular Elections and Term of Office. At the first meeting of the Board following the Effective Date, the Directors shall elect officers who shall serve as officers of the Authority until the next succeeding annual election of the Board, or until their successors are elected and qualified. Thereafter, officers shall be elected annually by the Board at the Board's last regularly scheduled meeting for each calendar year. Each officer shall hold office until the next succeeding election of the Board, or until his successor is elected and qualified. Vacancies or new offices may be filled at any meeting of the Board.

4.3 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Authority shall be served thereby.

4.4 Duties of Officers. In addition to duties designated by the Board, the duties of the officers shall include the following:

a. Chair. The Chair shall be a Director and shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal documents and instruments of the Authority.

b. Vice-Chair. The Vice-Chair shall be a Director and, in the absence of the Chair, or in the event of his or her inability or refusal to act, shall perform the duties of the Chair, and when so acting, shall have all the powers of, and be subject to all restrictions upon, the, Chair.

c. Secretary. The Secretary need not be a Director, and shall maintain the official records of the Authority, including this Agreement, by-laws, rules and regulations established by the Board, minutes of the meetings of the Board, and a register of the names and addresses of the Directors and officers, and shall issue notice of meetings, and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.

d. Treasurer. The Treasurer shall be a Director and shall serve as financial official of the Authority, and pursuant to the fiscal resolution adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer. The accounting function shall be provided by the Treasurer, an Authority employee or an independent contractor under the supervision of the Treasurer and shall be reviewed at all regular Board meetings of the Board.

e. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual who shall be a Director. If the individual performing the duties of Secretary is not a Director, such individual shall receive such compensation as is deemed appropriate by the Board.

4.5 Bonds of Officers. The Treasurer and any other officer or agent of the Authority charged with the responsibility for the custody of any of its funds or property may give bond in such sum and with such surety, if any, as the Board shall determine. The Board, in its discretion, may also require any other officer, agent or employee of the Authority to give bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense payable by the Authority.

4.6 Advisory Boards. Pursuant to a resolution, the Board may create and maintain a water resources management committee and/or any other advisory board(s) it deems advisable. Any such committee or board shall serve solely in an advisory capacity to the Board, and the members thereof shall serve at the pleasure of the Board.

5. Indemnification of Officers, Directors and Employees.

5.1 Directors and Officers. The Authority shall, to the extent permitted by law and within the limitations of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended, indemnify and defend each Director and officer of the Authority, in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved, in either his or her individual or in his or her official capacity, by reason of his or her being or having been such Director or officer, or by reason of any action or omission by him or her in any such capacity (an “**Indemnified Claim**”), and shall protect, save and hold each Director and officer harmless from any loss, cost or expense arising from or growing out of such Indemnified Claim, and shall advance and pay the reasonable fees of any previously authorized independent counsel and other expenses related to the defense of such claim promptly upon receipt of proper billing therefor. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses, a civil rights violation or any other willful and wanton misconduct (“**Excluded Claims**”), but shall be obligated to defend and timely pay the cost of defense against Excluded Claims until final judgment of guilt of such criminal offense or civil liability for such claim.

5.2 Employees. Employees shall be indemnified pursuant to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended.

6. Assets Held in Trust.

All assets and properties of the Authority shall be held in trust for the purposes provided for in this Agreement, including the payment of liabilities of the Authority.

7. Adding or Removing Members.

7.1 New Member. No entity may be added to this Agreement as a Party without the unanimous consent of all Parties authorized by a written document formally approved by the

governing body of each Party. An entity added as a Party shall be subject to such terms and conditions as the Board, in its sole discretion, may determine.

7.2 Member Withdrawal. A Party may withdraw from this Agreement by written document authorized by the governing body of such Party; provided, however, such withdrawing Party shall remain liable for any and all of its obligations, financial or otherwise, existing on the date of withdrawal, to or on behalf of the Authority. Upon withdrawal, a withdrawing Party shall have no further interest, right or title in or to any assets or equity of the Authority, unless the Board approves a specific agreement to the contrary. Withdrawal by any Party or combination of Parties shall not cause termination of this Agreement as between the Parties not withdrawing.

7.3 Dissolution of Member. If a Member is dissolved or otherwise ceases to exist then either (i) the plan for dissolution for such Member shall contain adequate provisions reasonably acceptable to the Authority for the performance of all of such Member's obligations to the Authority; or (ii) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

## 8. Term; Termination.

This Agreement shall become effective on the date of the last of the Parties to duly execute this Agreement (the "**Effective Date**"), as indicated by each Party's signature below. This Agreement may be terminated at any time by written agreement of all Parties; provided however, that this Agreement may not in any event be terminated or rescinded so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligation.

## 9. Distribution on Termination.

9.1 Distribution of Assets. In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all of the assets of the Authority shall immediately vest in the entities that are Parties at the time of rescission or termination, subject to any outstanding liens, mortgages, distributions to prior withdrawing Parties, or other pledges of such assets. The interests in the general assets of the Authority conveyed to each Party shall be that proportion which the average annual amount of treated water sold to each Party bears to the average annual total amount of all treated water sold by the Authority to all Parties; provided however, the Parties may otherwise provide, by unanimous written agreement, for disposition of any and all interests of the Authority to any successors to the Authority, or for any alternative disposition among the Parties or to third parties upon payment of adequate consideration therefor.

9.2 Distribution of Water Rights. In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all right, title and interest of the Authority in any water rights of the Authority shall immediately vest in the Parties as follows:

- a. As to any water rights or interest therein conveyed, assigned, leased or otherwise contributed to the Authority by a Party, such water rights shall immediately vest in the Party which conveyed, assigned, leased or otherwise contributed such water rights to the Authority.



b. As to any other water rights of the Authority, the interests in such water rights conveyed to each Party shall be distributed in accordance with the provisions of Section 9.1.

10. Execution of Contracts.

Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

11. Negotiable Instruments.

All checks, drafts or other orders for payment of money and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, employee or employees of the Authority, and in such manner as, from time to time, shall be determined by resolution of the Board.

12. Deposits.

All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks as the Board may select.

13. Fiscal Year.

The fiscal year of the Authority shall be the calendar year, unless otherwise determined by a resolution of the Board.

14. Principal Place of Business.

The principal place of business of the Authority shall be established by the Board. Annually, on or before the first day of February of each year, and within thirty (30) days following any change, the Authority shall file with the Division of Local Government the name of agent for service of process on the Authority, and the address of the principal place of business of the Authority.

15. Political Subdivision.

Pursuant to C.R.S. Section 29-1-204.2(4), the Authority shall be a political subdivision and public corporation of the State, separate from the Parties. It shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Article 10.5 and 47 of Title 11, C.R.S., as amended, shall apply to monies of the Authority.

16. Annual Appropriation; Debt Not That of Parties.

Each Party acknowledges and agrees that its own and each other Party's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by each Party and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed

or interpreted as a delegation of governmental powers by any Party, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of any Party or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds of any Party, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of funds of a Party. Without limiting the generality of the foregoing, pursuant to C.R.S. Section 29-1-204.2(5), the bonds, notes and other obligations of the Authority shall not constitute the debts, liabilities or obligations of the Parties.

17. Governmental Immunity.

No provision of this Agreement shall be construed as a waiver of the rights and privileges of any Party pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time.

18. Consolidation.

If any two (2) or more of the Parties consolidate either their water service function or all of their respective functions, then, in that event, the entity in existence, after court approval of such consolidation, shall be the successor in interest to all those Parties which have been so consolidated. Upon issuance of a court order establishing a consolidated entity, those Parties consolidating shall no longer be entitled to separate representation on the Board. Instead, the consolidated entity shall be entitled to appoint two (2) Directors, whose selection and term shall be as provided in Sections 3.2 and 3.3. As successor in interest, the consolidated entity shall have all rights, powers, duties, and obligations hereunder as the original Parties.

19. Notices.

Any notices and demands required or permitted by this Agreement shall be given in writing addressed to the Parties as set forth below, and delivered by (i) reputable overnight carrier (such as FedEx, DHL or UPS) for next business day receipt by the addressee; (ii) United States certified mail, postage prepaid, return receipt requested; or (iii) email. Notice shall be deemed given on the next business day if sent in accordance with clause (i) above, or two (2) business days following the date deposited in the United States mail if sent in accordance with clause (ii) above, or as of the machine-stamped date and time on the sent message if sent in accordance with clause (iii) above. If a notice is sent in accordance with clause (iii) above, the notice shall also be promptly sent by at least one of the other methods provided above, and in such case the date upon which the notice is deemed to be given shall be the date as determined under clause (iii).

*If to TCVMD:*

Otten Johnson Robinson Neff and Ragonetti, P.C.  
Attn: Kimberly Martin, Esq.  
950 17<sup>th</sup> Street, Suite 1600  
Denver, Colorado 80202  
[kmartin@ottenjohnson.com](mailto:kmartin@ottenjohnson.com)

*With a copy to:*

White Bear Ankele Tanaka & Waldron  
Attn: Blair M. Dickhoner, Esq.  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
[bdickhoner@wbapc.com](mailto:bdickhoner@wbapc.com)

*If to Bennett:*

Town of Bennett  
Attn: Trish Stiles, Town Administrator  
207 Muegge Way  
Bennett, Colorado 80102  
[tstiles@bennett.com](mailto:tstiles@bennett.com)

*With a copy to:*

Butler Snow  
Attn: Dee Wisor, Esq.  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
[Dee.wisor@Butlersnow.com](mailto:Dee.wisor@Butlersnow.com)

A Party may change its notice information by the delivery of such modified notice information to the other Party(ies) in accordance with this Section 19.

20. Amendments.

This Agreement may be amended only by written instrument approved by formal action and authority of the governing bodies of all of the Parties; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

21. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

22. No Third Party Beneficiaries.

Nothing in this Agreement shall be deemed to create any third party beneficiaries or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement, including without limitation, the inhabitants of the Parties and others.

23. Severability.

In the event that any of the terms, covenants or conditions of this Contract or their application shall be held invalid as to any person, corporation or circumstance of any court having competent jurisdiction, the remainder of this Agreement, and the application in effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.

24. Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Electronic and PDF signatures to this Agreement shall be binding as original.

*[signature pages follow this page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date.

**TCVMD:**

TODD CREEK VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 

Name: GEORGE HANLON

Title: PRESIDENT

Date: 1/2/20

ATTEST:

  
Secretary



**BENNETT:**

TOWN OF BENNETT, COLORADO, a statutory town duly organized and existing under the Constitution and laws of the State of Colorado



(SEAL)

ATTEST:

*Synette Iuvette*  
Clerk

By: *Royce Pindell*  
Name: ROYCE PINDELL  
Title: MAYOR  
Date: JANUARY 7, 2020

**OATH OF OFFICE PURSUANT TO ARTICLE XII, SECTION 9 OF THE COLORADO  
CONSTITUTION AND § 32-1-901, C.R.S.  
BENNT CREEK REGIONAL WATER AUTHORITY**

STATE OF COLORADO                    )  
  )       ss.  
COUNTY OF ARAPAHOE                )

I, Charles Bayley, do swear or affirm that I will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of Director of the BennT Creek Regional Water Authority upon which I am about to enter to the best of my ability, for a term until May, 2025.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Person authorized to administer oaths (County Clerk and Recorder, Clerk of the Court, and any other person authorized to administer oaths or Chairman of the Board of Directors)

### **Suggested Motion**

I move reappoint Charles Bayley for an additional three year term as a Director on the BennT Water Creek Authority Board with a term ending in April 2026..



# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Gerilynn Scheidt, Town Safety Officer  
DATE: January 10, 2023  
SUBJECT: RFP 22-016, ADA Self Evaluation and Transition Plan

## Background

The Town issued Request for Proposal (RFP) 22-016 on Monday, October 10, 2022 for the ADA (Americans with Disabilities Act) Self Evaluation and Transition Plan. This bid solicitation was open for seven (7) weeks and proposals were due on Tuesday, November 29, 2022.

This RFP was issued so the Town of Bennett could create an ADA Self Evaluation and Transition Plan in order to properly review and evaluate policies, programs and activities (under Title II) that may present challenges to people with disabilities, or that may be out of compliance with the requirements of the ADA. Changes to ADA codes have evolved and require a new survey to ensure compliance.

The Self Evaluation and Transition Plan will identify physical obstacles that could potentially limit accessibility; identify and describe possible methods to improve accessibility and compliance; make recommendations related to project prioritization, develop a transition plan and provide management, monitoring and tracking tools to achieve ultimate compliance.

## Summary of RFP Bids

The Town received four (4) qualifying bids for the ADA Self Evaluation and Transition Plan scope of work as outlined in the attached RFP. The bidders were:

Company	Bid
Meeting The Challenge, Inc.	\$150,347.88
Bureau Veritas	\$131,813.97
Alfred Benesch & Company	\$92,705.00
Mile High Accessibility Consultants	\$83,860.00

Upon receipt of the bids, Staff completed an initial review and confirmed that all required items for the RFP were present for each bid. The review team then evaluated and scored each proposal and had a meeting to discuss the preliminary scoring. The average scores are listed below:

Company	Average Score
Meeting The Challenge, Inc.	15.6
Bureau Veritas	11.8
Alfred Benesch & Company	17.6
Mile High Accessibility Consultants	16.2

Following discussion, it was determined that the Town should conduct interviews with the top two scoring firms. Interviews took place on Wednesday, December 21, 2022, with Mile High Accessibility Consultants and Alfred Benesch & Company. Each firm was given an opportunity to outline their proposal and a question and answers based interview process followed.

## Staff Review

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Both of the companies the Town interviewed are highly qualified and come with positive references. The interview process allowed Staff to more fully understand the final project outcome, how that outcome could be implemented in a practical way for the Town, and what mechanisms each firm would take to accomplish the ADA Self Evaluation and Transition Plan.

Due to the competitive bid price, positive references and overall time dedication for the project, Staff identified Mile High Accessibility Consultants to be recommended for the ADA Self Evaluation and Transition Plan.

The entirety of the project will be paid for through a one-time expenditure from the General Fund, fund balance, which may result in a 2023 budget amendment.

## Staff Recommendation

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Staff recommends the Board of Trustees authorize the Mayor and the Town of Bennett to enter into a standard Town contract with Mile High Accessibility Consultants in an amount not to exceed \$83,860 for completion of the ADA Self Evaluation and Transition Plan.

## Attachments

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1. HB21-1110
2. Town of Bennett RFP 22-016
3. Meeting the Challenge, Inc. Proposal
4. Bureau Veritas Proposal
5. Alfred Benesch & Company Proposal
6. Mile High Accessibility Consultants Proposal
7. Staff Interview Scoring Sheets
  - a. Gerilynn Scheidt
  - b. Taeler Houlberg
  - c. Daymon Johnson
  - d. Robin Price
  - e. Ricky Martinez

HB21-1110

## Colorado Laws For Persons With Disabilities

Concerning adding language to relevant Colorado statutes related to persons with disabilities to strengthen protections against discrimination on the basis of disability, and, in connection therewith, making an appropriation.

SESSION: 2021 Regular Session

SUBJECTS: Civil Law, State Government

### BILL SUMMARY

The act adds language to strengthen current Colorado law related to protections against discrimination on the basis of disability for persons with disabilities, specifically as those laws relate to accessibility to government information technology. The added provisions include:

- Prohibiting a person with a disability from being excluded from participating in or being denied the benefits of services, programs, or activities of a public entity or a state agency;
- Clarifying that such prohibition includes the failure of a public entity or state agency to develop an accessibility plan and fully comply, on or before July 1, 2024, with accessibility guidelines established by the office of information technology (office);
- Any Colorado agency with the authority to promulgate rules shall not promulgate a rule that provides less protection than that provided by the "Americans with Disabilities Act of 1990".

Definitions related to disabilities are added to the statutory sections for the office. The chief information officer in the office is directed to maintain accessibility standards for individuals with disabilities (accessibility standards) for information technology systems employed by state agencies that provide access to information stored electronically and are designed to present information for interactive communications, in formats intended for visual and nonvisual use.

The chief information officer in the office is directed to promote and monitor the accessibility standards in the state's information technology infrastructure. The act directs each state agency to comply with the accessibility standards established by the office. The accessibility standards must be established using the most recent web

content accessibility guidelines promulgated and published by the world wide web consortium web accessibility initiative or the international accessibility guidelines working group.

The act directs each state agency, on or before July 1, 2022, to submit its written accessibility plan to the office. The office shall then work collaboratively with the state agency to review sections related to accessibility standards and to establish implementation methodology. On or before July 1, 2024, each state agency shall fully implement the sections of the state agency's plan related to accessibility standards. The act states that any state agency that is not in full compliance by July 1, 2024, is in violation of the state's laws concerning discrimination against individuals with a disability and is subject to the remedies set forth in statute.

Liability for noncompliance as to content lies with the public entity or state agency that manages the content, whereas noncompliance of the platform hosting the content lies with the public entity or state agency that manages the platform.

For the 2021-22 state fiscal year, the act appropriates \$312,922 to the office of the governor for use by the office of information technology. This appropriation is from the general fund and is based on an assumption that the office will require an additional 0.9 FTE. To implement this act, the office may use this appropriation for enterprise solutions.

*(Note: This summary applies to this bill as enacted.)*

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# REQUEST FOR PROPOSALS

## Cover Sheet



welcome neighbors.

**Date of RFP Issuance:**

10/10/2022

**Project Number:**

22-016

**RFP Title:**

**ADA Self Evaluation and Transition Plan**

**Proposals Due:**

November 29, 2022

Geri Scheidt, [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)  
Town Hall, 207 Muegge Way, Bennett, CO 80102

**For Additional Information Please Contact:**

Geri Scheidt, Town Safety Officer  
(303) 644-3249, x1004  
Email: [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)

**Documents Included in This Package:**

RFP Cover Sheet  
Project Background and Specifications  
RFP Instructions  
Terms and Conditions  
Special Terms and Conditions  
Pricing Form  
Submission Form  
Substitute Form W-9  
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

### PRINT OR TYPE YOUR INFORMATION

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## PROJECT BACKGROUND AND SPECIFICATIONS

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### I BACKGROUND

Through this Request for Proposal (RFP), the Town of Bennett ("Town") is accepting proposals from qualified firms or persons to provide an ADA Self Evaluation and Transition Plan. This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this RFP.

### II PROJECT DESCRIPTION AND TIMELINE

The Town of Bennett would like to create an ADA Self Evaluation and Transition Plan in order to properly review and evaluate policies, programs or activities (under Title II) that may present challenges to people with disabilities, or that may be out of compliance with the requirements of the ADA. The vendor will be asked to conduct a survey and audit on all municipal facilities, sidewalks, parks and trails, including interior and exterior features that might limit use or accessibility to those with disabilities, and to develop a comprehensive Transition Plan for any needed improvements. At the Town's sole option, the Town may utilize the selected Vendor to perform similar services related to ADA compliance assessments and evaluations for other areas and Town facilities. Changes to the ADA codes have evolved, requiring a new survey to ensure compliance with the ADA. The selected consultant will conduct a survey to identify physical obstacles that could potentially limit accessibility; to identify and describe possible methods to improve accessibility and compliance; to make recommendations related to prioritization; and to provide budgetary estimates to achieve compliance. (See attached Appendix A, Town Facilities – list may be amended.)

	ACTIVITY	DATE	TIME (IF APPLICABLE)
1.	RFP Published via the Town website and Bidnet	10/10/2022	Not Applicable
2.	Written Inquiries deadline, questions submitted via email only to <a href="mailto:gscheidt@bennett.co.us">gscheidt@bennett.co.us</a>	10/25/2022	2:00 PM, MT
3.	Estimated date of Town's response to inquiries.	11/10/2022	4:00 PM, MT
4.	Proposal submission deadline.	11/29/2022	2:00 PM, MT
5.	Opening of proposals.	11/29/2022	3:00 PM, MT
6.	Completion of evaluation of proposals.	12/06/2022	5:00 PM, MT
7.	Notice of Intent to Award (estimated).	12/13/2022	7:00 PM, MT
8.	Award (estimated).	12/13/2022	Not applicable

### III SCOPE OF WORK

1. Conduct an evaluation of Town policies and practices for accessibility
  - Inventory and review existing ADA policies and procedures to determine if programmatic accessibility barriers exist.
  - Provide informed guidance and templates for ensuring up-to-date ADA-related policies and procedures.
  - Produce an Executive Summary Report that assesses the risk and potential liability of any policies, procedures, programs, and services that are not ADA compliant.
2. Develop a Public Outreach Plan for various stakeholders
  - Coordinate on-site public forums and workshops at the Town's request.
  - Solicit public input by inviting community representatives to participate in the evaluation process and document a summary of public input.
3. Conduct an evaluation of all relevant public facilities
  - Provide survey methodology and a schedule for project deliverables.
  - Conduct a comprehensive review of the Town's facilities (see Attachment A for scope of project facilities) to identify any ADA compliance issues.
  - Provide a detailed analysis of the data.
  - Provide data results and analysis in a consolidated database.
  - Produce a Summary Report describing the overview of the process and standards used for data collection, analysis, and the procedure for assigning priorities and milestones.
4. Develop a transition plan
  - Provide recommendations to remedy all non-compliant elements of program accessibility (viewed in its entirety), extent of feasibility, and fundamental alteration.
  - Provide probable construction costs (cost estimates) based on current market index.
  - Identify project priorities based on public input and clear metrics.
  - Provide a comprehensive Transition Plan that includes all non-compliant elements, project priorities and probable construction costs.
5. Provide management, monitoring, and tracking tools
  - Provide a fully searchable, sortable, and filterable electronic version of the Executive Summary, Report, Transition Plan and comprehensive database of all evaluated elements that is compatible with commercially available programs such as Microsoft Office.
6. Scope of Areas to be evaluated

	<u>Addresses</u>	<u>Length/Area</u>
<b>Community Parks</b>		
Trupp Park	105 W. Palmer Ave	7.341 acres
Future Park	675 Antelope Drive West	2.67 acres
Civic Center Park	207 Muegge Way	0.52 acres

Centennial Park	100 Hancock Street	0.368 acres
Corridor of Honor Military Memorial	355 S. 1st St	Less than 1/2 acre
Brothers 4 Park	200 Ash St	Less than 1/2 acre
Community Park	6 <sup>th</sup> Street & Palmer Ave	1.80 acres
Field of Dreams	462 8 <sup>th</sup> St	4.567 acres
Bennett Ranch Park	Clydesdale & Appaloosa St	12 acres
<b>Open Space</b>		
Bennett Regional Park & Open Space	600 Antelope Drive West	201.64 acres
Town of Bennet Trail System	Town of Bennett	
<b>Facilities</b>		
Town Hall	207 Muegge Way	9,200 Sq. Ft
Public Works Shop	365 Palmer Ave	5,420 Sq. Ft
North Municipal Complex	905 4th Street	13,000 Sq. F
North Shop	47300 County Road 38	1,692 Sq. Ft.
Muegge House Building	401 S. 1st St	2,025 Sq. Ft
Antelope Hills Maintenance Building	601 Antelope Dr., West	6,000 Sq. Ft
Shared Services Office Building	355 S. 1st St	3,000 Sq. Ft
Wastewater Process Bldg North Shop	47300 County Road 38	2,520 Sq. Ft
North Shop Treatment Basins	47300 County Road 38	10,279 Sq. Ft
Mount View Cemetery	3750 Kiowa-Bennett Road	13.90 acres
<b>Leased out Properties</b>		
Community Center	1100 W. Colfax	6,000 Sq. Ft
Old Town Hall	355 4th St	2,325 Sq. Ft
Old Town Hall Annex Building	355 4th St	840 Sq. Ft
<b>Sidewalks</b>		



Review of existing sidewalks for compliance of ADA Ramp Transition Program	Town Wide	N/A
<b>Town Website</b>		
Review of the Town website for compliance with ADA accessible documents.	N/A	N/A

The following represents the Town's target schedule for the RFP. The Town reserves the right to amend the target schedule at any time.

#### IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

Scope of Work Task	Date of Completion
RFP process completed and firm selected.	December 13, 2022
Kick-off meeting with the Town to discuss the project goals and objectives.	January 2023
Evaluation of Town policies, practices for accessibility	January 2023 – April 2023
Develop public outreach plan for stakeholders	May 2023 – July 2023
Conduct evaluation of all relevant public facilities	July 2023 – September 2023
Develop Self Evaluation and Transition Plan	September 2023 – November 2023
Provide management, monitoring & tracking tools	November 2023
Town of Bennett Board of Trustees Adoption of ADA Self Evaluation and Transition Plan	December 2023
Follow up meetings with Town staff	January 2023 – December 2023

### RFP INSTRUCTIONS

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#### I QUESTIONS ABOUT RFP

All project inquiries regarding this RFP shall be made in writing to Geri Scheidt [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us) no later than 10/25/2022 at 2:00 p.m.

#### II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an Addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available,

and it shall be the responsibility of the Proposer to obtain all Addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an Addendum will be issued announcing the new date.

### **III CONTENTS OF PROPOSAL**

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
  - i. General firm information including length of time in business
  - ii. Resumes of key project personnel and percent of team that is local
  - iii. Location of key project personnel and availability

Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.

Subcontractors are defined as a third party, not directly employed by the Proposer, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the Proposer. The hire, management, and use of subcontractors is the sole responsibility of the Proposer.

2. Approach to completing the Project, including addressing the elements of the Scope of Work contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
3. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
4. Proposed Schedule to complete the Project.
5. Detailed, itemized Schedule of Values worksheet, tied to the Scope of Work, and totaling to a lump sum contract amount, but also including key personnel hourly rates, standard crew and equipment rates.
6. Signed copy of the cover page of this RFP (page 1 of this RFP).
7. Completed Pricing Form (form attached).
8. Completed Submission Form (form attached).
9. Completed W-9 Government Form (form attached).

#### **IV INSTRUCTIONS FOR SUBMITTING PROPOSAL**

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett  
Attn: **Geri Scheidt**  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806  
Email: [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP. Please obtain a written receipt for hand-delivered Proposals.

For emailed proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 20 MB capacity. It is the sole responsibility of the Proposer to ensure their proposal is received before the proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the proposal deadline shall be considered non-responsive.

#### **V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.**

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the proposal deadline.

Proposals may be withdrawn prior to the proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the proposal deadline for a period of ninety (90) calendar days. If a proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any proposal from the Proposer for a three-year period following the withdrawal.

#### **VI EVALUATION CRITERIA**

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

- a. Proposal submitted is complete and contains all required items;
- b. Strength and capability of project team; the experience of the project team, working together, in providing similar services; key personnel that will be assigned to the project, and their experience with similar projects;
- c. Project approach and work plan including goals, controls, concepts, and critical issues;
- d. Time frame for completion of the project;
- e. Technical and Price proposal; and

- f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	
b. Professional references and summary of the work performed.	
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission.	

## TERMS AND CONDITIONS

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1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.
7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be

made available to the selected contractor.

8. **Pricing.** Proposers may offer a discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.
12. **Insurance**  
The Contractor shall not commence work under the Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by The Town of Bennett. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of the Agreement, the Contractor must maintain the insurance coverage required.

## SPECIAL TERMS AND CONDITIONS

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**COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

**QUALIFICATIONS OF CONTRACTOR:** The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**JOINT VENTURES ARE ENCOURAGED.** The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.





## PRICING FORM

### PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Kick-off meeting to discuss project goals & objectives		\$0.00
2			Evaluation of Town policies, practices for accessibility		\$0.00
3			Develop public outreach plan for stakeholders		\$0.00
4			Conduct evaluation of all relevant public facilities		\$0.00
5			Develop Self Evaluation & Transition Plan		\$0.00
6			Provide management, monitoring & tracking tools		\$0.00
7			Presentation to Town Board adoption of ADA Self Evaluation & Transition Plan		\$0.00
8			Follow up meetings with Town staff		\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

**Not to Exceed Total:**

#### Binding Proposal

By providing a response to this RFP, Proposers are bound to providing the proposed goods/services at the costs and rates quoted in their proposal for the length of the award period.

## SUBMISSION FORM

---

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

Attn: Geri Scheidt  
Town Safety Officer  
RFP: 22-016 ADA Self Evaluation and Transition Plan

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \_\_\_\_\_

State total bid price with discount \_\_\_\_\_

**The Town of Bennett must have on file a completed W-9 prior to do business with Contractors. Please submit the attached form with your Proposal.**



Proposal for the

# Town of Bennett

ADA Self-Evaluation and Transition Plan

November 29, 2022

RFP No. 22-016



Meeting the Challenge, Inc., A CP&Y Company

3630 Sinton Road, Suite 103, Colorado Springs, CO 80907

[MTCAccessibility.com](http://MTCAccessibility.com) | 720.370.6776 | [mlucier@cpyi.com](mailto:mlucier@cpyi.com)



Meeting the Challenge Inc.  
3630 Sinton Road, Suite 103  
Colorado Springs, Colorado 80907

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

Thank you for the opportunity to provide the Town of Bennett, Colorado with our proposal from Meeting the Challenge, Inc., a CP&Y Company (MTC).

MTC is a Colorado based company and fortunate to have completed many Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan projects with a diverse group of satisfied clients. We understand ADA Title II Self-Evaluations and Transition Plans can be complicated. Through our experience and long-standing access to the Department of Justice and the U.S. Access Board, MTC has gained the knowledge and expertise to help our clients navigate the often confusing path to solve their disability law compliance challenges.

Our experience has shown us that the program and policy reviews, along with the audit surveys of the Town's facilities, parks, and right-of-way will generate a substantial amount of data. MTC has developed proprietary software that allows us to efficiently assess facilities for accessibility. MTC's data collection and data management applications are ideally designed for this type of project. Our auditing teams use tablet computers to collect field data in a accurate and organized manner. The collected data is then analyzed by our expert accessibility analysts with the assistance of our data analysis software. The results are presented to the Town as a searchable, sortable, filterable, and editable data table of barriers requiring mitigation. Our reporting mechanism helps our clients organize their mitigation process and is used as a Transition Plan for barrier removal.

Unlike other engineering and architecture firms who dabble in accessibility projects and have not developed technology specifically designed for ADA Self-Evaluation and Transition Plans, MTC has devoted the last 33 years to acquiring the knowledge, expertise, and technology that provides our clients with a valid and accurate ADA Transition Plan that is easy to understand and implement.

As all of our Self-Evaluation and Transition Plan projects have shown, the achievement of a project such as yours will be of great importance to enhancing accessibility to the Town's programs and facilities and will ultimately create an environment that truly reflects the forward-thinking nature of you and your staff.

Best Regards,

Matthew Lucier  
Project Manager  
Meeting the Challenge, a CP&Y, Inc., Company

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*Proposal Contact*

Matthew Lucier

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720.370.6776

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*Address*

3630 Sinton Road, Suite 103  
Colorado Springs, CO 80907

*Corporate Details*

*State of Incorporation*

Colorado

*Date of Incorporation*

December 1989

*Number of Years in Business*

33





# PROJECT UNDERSTANDING

Meeting the Challenge has helped many state and local government entities comply with the Americans with Disabilities Act Title II requirements for a Self-Evaluation and Transition Plan. While these requirements are identified as two separate processes in two separate sections of the Title II regulations, the Self-evaluation and Transition Plan process should be completed in tandem.

The purpose of a Self-Evaluation is to identify any conditions that would make a Title II entity's programs inaccessible to people with disabilities. Policies and practices, eligibility criteria, and websites all must be evaluated to find barriers to program access.

Physical barriers in facilities may also prevent access to a program. The identification of such barriers and the process for removing them is defined as the Transition Plan.

Those entities, who have developed their own Transition Plans, demonstrate a good faith effort to comply with the ADA. That effort might serve as a preemptive defense, in the event of a DOJ investigation or an individual's complaint and/or litigation.

Understanding how program access intersects with facility access is a crucial aspect of both the Self-Evaluation and the Transition Plan. Title II requires state and local governments to ensure that all programs, services, and activities, when viewed in their entirety, are accessible to people with disabilities. Although physical barriers to services and programs are a primary concern when determining program access, the ADA does not require that a state or local government make each facility, or part of a facility, accessible.

For example, if a facility has several restrooms, not all restrooms must be accessible when there is signage directing people with disabilities to the accessible restroom. Program accessibility can be accomplished through physical changes to facilities to achieve access, relocation of public meetings to accessible buildings, and moving services for individuals with disabilities to accessible areas of buildings.

When considering the alternatives to making a program accessible, state and local governments must make providing services, programs, and activities, in the most integrated setting, their prime objective. Also, any new facility built must be fully accessible.



# TITLE II REQUIREMENTS

MTC will design a project to meet the essential requirements for a Self-Evaluation and transition plan. MTC believes that the requirements of the Self-Evaluation or a transition plan cannot be fulfilled without the other.

MTC is aware that limited budgets require some local governments to complete a Self-Evaluation and transition plan project in phases. MTC works with its clients to define a scope of work that will satisfy Self-Evaluation and transition plan requirements and remain within budgetary constraints.

## SELF-EVALUATION REQUIREMENTS

ADA regulations require a public entity to evaluate its current services, policies, and practices to determine if they meet the requirements of Title II. If modification of services, policies, and practices is needed, the public entity must make the necessary modifications.

A public entity must also provide an opportunity to interested people, people with disabilities, and organizations that represent people with disabilities, to take part in the Self-Evaluation process, by submitting comments.

A public entity that employs 50 or more persons must maintain its Self-Evaluation on file, make it available for public inspection, and includes the following:

- A list of the interested persons consulted
- A description of areas examined and any problems identified
- A description of any modifications made

Other than removing architectural barriers, the best alternative, for providing access to many programs, may be to offer virtual access on a website. Many interactions and transactions that once required face-to-face contact at a public facility can now be accomplished online. MTC recommends at least a top-level review of an entity's website.

To fulfill the requirement for public input, MTC recommends a publication of the Self-Evaluation findings and actions to be taken, to resolve those findings. MTC will name organizations, within the community, that can ask for public comment and feedback, from people with disabilities, on its self-evaluation and transition plan.



## TRANSITION PLAN REQUIREMENTS

The four requirements of a transition plan are:

- i) Identify architectural barriers that limit accessibility in the public entity's facilities
- ii) Describe in detail the methods that will be used to make the facilities accessible
- iii) Specify the schedule for taking the steps necessary to achieve compliance
- iv) Indicate the official responsible for implementation of the plan

An ADA survey of facilities should consider all public buildings, facilities, parks, and the public right-of-way. Any facility that is used or accessed, by the public, has program access requirements.

Areas that are accessed by the public under staff supervision, common areas accessed only by employees, and employee work areas have reduced accessibility requirements.

Areas having equipment and machinery used only by employees, typically have no accessibility requirements, and therefore do not need to be surveyed.

MTC delivers a Accessibility Compliance Data Table (ACDT) that covers the above requirements, except for information on the official responsible for implementation of the plan. The ACDT is delivered with an Executive Summary Report explaining the data collection, analysis, and prioritization processes used in its development.

MTC can suggest milestone dates for resolution of each architectural barrier, based on the degree to which a barrier prevents program access, the level of difficulty to remove a barrier, and priorities set forth by the Department of Justice settlement agreements.



# TECHNICAL KNOWLEDGE

To correctly evaluate the compliance of architectural and structural conditions of elements of the built environment, having design requirements to provide accessible spaces and places, MTC's project consultants have broad and thorough knowledge and understanding of the various standards and guidelines that need to be enforced and applied as best practices, to prevent discrimination against people with disabilities.

Standards and guidelines defining structural accessibility, through scoping and technical provisions, are found in a variety of sources that apply to different categories of facilities, ranging from sites and buildings, to pedestrian facilities in the public right-of-way, to shared use paths, and outdoor developed areas.

MTC's knowledge of the various standards and guidelines is critical to providing the correct evaluation of ADA compliance for each category of facilities.



## MTC WILL USE THE FOLLOWING STANDARDS

### 2010 ADA STANDARDS

The U.S. Department of Justice (DOJ) adopted the 2010 ADA Standards for Accessible Design (2010 ADA Standards), based on the U.S. Access Board's (Access Board) 2004 ADA Accessibility Guidelines (2004 ADAAG), on September 15, 2010. These design standards apply to the facilities and sites of entities covered by Titles II and III of the ADA. These Standards were applicable, as equivalent facilitation (ADAAG 2.2), for new construction and alterations to existing facilities from September 15, 2010, until March 15, 2012. The 2010 ADA Standards superseded the 1991 ADA Accessibility Guidelines (1991 ADAAG), as enforceable standards, effective March 15, 2012.

In addition to revising various scoping and technical provisions of the original ADAAG, the 2010 ADA Standards have been formatted to align much more closely with the format of common building codes. New elements were added to the 2010 ADA Standards, perhaps most significantly, the scoping and technical provisions that define the accessibility requirements for recreational facilities, ranging from playgrounds to golf courses.

DOJ regulations (§ 35.150(b)(2)(i)) adopting the 2010 ADA Standards introduced the concept of safe harbor to the ADA glossary. Safe harbor applies to those elements of existing facilities that, while not in compliance with the 2010 ADA Standards, complied with the enforceable standards at the time of construction. Until March 15, 2012, new construction of and alterations to facilities of private entities (covered by title III of ADA) were required to comply with the original ADAAG.

New construction of and alterations to facilities of public entities (covered by Title II of ADA) were required to comply with either the original ADAAG or the Uniform Federal Accessibility Standards (UFAS). Elements covered by safe harbor are not required to comply with the 2010 ADA Standards until a time when such elements are altered or rebuilt. Elements of the built environment, covered by the 2010 ADA Standards and for which no previous standards existed, are not subject to safe harbor provisions.

Public entities must comply with the 2010 ADA Standards for all new construction and alterations, including employee only areas of facilities. However, public entities are not required to make structural changes in existing facilities where other methods are effective in providing the program accessibility required by the regulations. When deciding among available methods for meeting the ADA's title II regulatory requirements, state and local governments must give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate (§ 35.150(b)(1)).

Finally, **MTC's project consultants interpret the ADA's structural accessibility standards as more than merely abstract dimensional requirements. A thorough understanding of the ADA – as a civil rights law – inherently includes comprehension of the accessibility needs of people with disabilities.** However, MTC does not overlook the permissions for equivalent facilitation (103) and conventional industry tolerances (104) provided in the 2010 ADA Standards. MTC appreciates the cost and difficulty of removing barriers and strives to find practical cost-effective solutions within the realm of priorities stated in the ADA regulations.





# PROJECT APPROACH

In most public facilities, there are typically a large number of physical deficiencies discovered, therefore, it is important to know that all barriers are not created equal.

Based on the regulatory requirements, there are three main categories of barrier removal that must be identified in every Self-Evaluation and transition plan:

1. Primary barriers which prevent access to local governments' services, programs, and activities, when viewed in their entirety.
2. Barriers which were created by new construction or alterations (i.e., new construction and alterations built after January 26, 1992), which do not comply with enforceable standards, at the time of construction.
3. Barriers, which have existed prior to the ADA that currently present no barrier to program access, should be listed in the transition plan, even when there is no current requirement for their removal.
  - There are triggers that will require removal of this category of barriers, including:
    - A need to accommodate an employee
    - Renovations to a primary function area
    - Re-purposing of a space that creates a new demand for programmatic access

The objective is to develop a process for deciding when, and if, a given barrier can be mitigated through methods or means other than an architectural remedy. Public entities must make each of their services, programs, and activities, when viewed in their entirety, accessible to individuals with disabilities, including those individuals who use wheelchairs or other mobility devices. However, the regulations do not necessarily require a public entity to make each of its facilities accessible.

Considerations, in prioritizing – and ultimately scheduling – the removal of architectural barriers in public facilities, also include the concepts of historical significance, fundamental alteration, and undue financial and administrative burden. While these concepts allow a public entity to forego architectural barrier removal in some circumstances, they do not allow a public entity to discriminate based on disability, regarding the services, programs, or activities offered in those facilities, when viewed in their entirety.

The following pages describe the tasks that Meeting the Challenge will perform to complete the Town's Self-Evaluation and Transition Plan, to properly analyze all barriers which may exist in the Town's facilities.

# SELF-EVALUATION

By performing an organizational evaluation of the programs and services offered at the facilities identified in the scope of the project section that follows, MTC will determine if the services, policies, and practices comply with the Department of Justice's Title II regulation, 28 C.F.R. §35.105.

## POLICY ASSESSMENT

To determine if programmatic accessibility barriers exist, MTC will inventory existing ADA policies, provided by the Town, to determine if the policies address the following areas:

- Public Notice under the ADA
- ADA Coordinator
- ADA Grievance Procedure
- Title I Employment Practice Compliance
- Effective Communications
- Additional ADA Policies and Procedures
- Emergency Management Policies and Procedures
- Staff ADA Training

## KNOWLEDGE ASSESSMENT

The Knowledge Assessment task of the Self-Evaluation is to collect information from your employees to assess their understanding of the Americans with Disability Act, your organization's programs, services, and activities, and how the employees interact with individuals with disabilities. We use two methods to gather this information using Management Interviews and Staff Surveys.

## DIGITAL ASSESSMENT

The scope of this project is limited to the Town's website. The assessment team conducts the assessment of the Town's websites for compliance with WCAG digital accessibility guidelines in addition to functional and usability testing of the website. To assist in this audit, MTC has a group of individuals with a variety of disabilities to access a specific set of URLs within the website domain to validate scenario based testing of the website.

## FACILITY AND PARK ASSESSMENTS

MTC collects data on the existing conditions of facilities and parks to determine barriers to programs, services, and activities provided to the community. The collected data is analyzed and prioritized based on factors including the amount of program access or public presence anticipated for each, existing renovation/capital improvement plans, and the degree of mitigation difficulty that can cause practical scheduling delays.

## PUBLIC RIGHT-OF-WAY ASSESSMENT

MTC collects data on the existing conditions of pedestrian facilities in the Town's Right-of-Way, from the public right-of-way to the Town facilities. MTC analyzes the existing conditions of pedestrian facilities based on the U.S. Access Board's Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), including the proposed guidelines for Shared Use Paths, where appropriate.





# WEBSITE ACCESSIBILITY AUDIT

When the ADA became the law of the land, the internet, as we know it, did not exist. Governments, universities, and service providers embraced the internet and navigating websites for information, learning, or simply buying goods became the new normal. The Department of Justice has recently placed an emphasis on creating an accessible internet, and MTC is here to help.

In many ways, the internet should make life easier for everyone. MTC experts ensure that your web content and structure is developed to provide people with disabilities the conveniences of our modern internet world, including:

- Section 508 and WCAG 2.1 AA website accessibility audits
  - Manual technical evaluation of the website
  - Website accessibility testing using automated tools
  - Screen reader accessibility testing
  - User accessibility testing
  - Comprehensive reporting with prioritized recommendations including code examples
- Analysis and development of web accessibility policies
- Accessible document training
- WCAG 2.1 AA training

# Buildings

Applying the 2010 ADA Standards for Accessible Design (ADA Standards) to public buildings requires knowledge of the current and previous scoping and technical provisions, as well as a specific understanding of the navigation and use of those facilities by people with diverse abilities.

While the regulations and ADA Standards provide exceptions, the regulations require all services, programs, and activities, when viewed in their entirety, to be accessible.

For example, barrier removal in historic buildings, where alterations might threaten or destroy the historic significance of the property, it is not required. However, when barriers cannot be removed for historic reasons, alternative venues or methods must be provided to ensure an equal opportunity for qualified individuals to access those programs.



Our field team will collect and analyze comprehensive, accurate data to identify a prioritized list of physical barriers that might limit or prevent access to public programs, services, and activities, when viewed in their entirety.

## Prioritizing Buildings and Facilities

The priority to make facilities accessible, varies between buildings. A functional analysis of priorities for barrier removal begins with a high-level overview of all a public entity's programs, buildings, and facilities. A public entity's properties can typically be sorted into three or four tiers of priority based on the volume of public presence and program activity anticipated at each

After evaluating the priority of a facility and its spaces, the elements of accessibility will be prioritized. An inaccessible door – due to insufficient maneuvering space or width of clear opening – is a far greater barrier to accessing a restroom than a mirror that is mounted too high. Similarly, the difficulty of mitigating barriers to accessibility varies greatly. We will partner with the Town to determine these priorities.

### Tier One

Accessible parking and accessible routes from public sidewalks and public transit are intrinsically high priority elements, but the priority will be different between buildings serving different purposes.

### Tier Two

Within a building, some rooms and spaces will have greater program demand than others. Access to those areas of the facility where a public entity delivers services to the public have the next highest priority.

### Tier Three

Restrooms, which are not typically considered a primary function area of a building, follow service areas for priority.

### Tier Four

Other areas or elements of a public building, such as employee-only restrooms, break rooms or drinking fountains have lower priority than public restrooms.

## Non-Structural Alternatives

The alternative methods and means by which a public entity can provide program access will not always require physical or structural barrier removal.

For example, where not all office spaces are accessible to wheelchairs, a public entity's employees can meet with individuals with disabilities in an accessible common-use conference room. On the other hand, it is highly unlikely that it would be practical to move a trial to an accessible space when, at the last minute, an individual cannot access the courtroom because of physical barriers.



# Recreation Programs and Facilities

Among the various services, programs, and activities offered by public entities, recreation programs are uniquely connected to and dependent upon the ability to physically access the facilities, elements, and features of recreation. Recreation programs depend upon a variety of facilities including recreation centers, parks, open spaces, multi-use (shared use) paths, and trails. Recreation programs may also include libraries and performance venues. Access to recreation programs through paper or online catalogs and applications must be accessible to people with disabilities. Recreation providers should be aware of the requirements to provide auxiliary aids and services to achieve effective communication.

## ***Parks and Open Spaces***

Outdoor facilities have unique considerations regarding program access. For example, in a park, features such as picnic tables are a service or activity that must give the same opportunity to people with disabilities.

Parks also include other features, facilities, and elements, such as playgrounds, swimming pools, fishing piers, exercise equipment, soccer fields, baseball diamonds with dugouts, basketball courts, volleyball courts, tennis courts, horseshoe pits, concession stands, and restrooms. All of which have accessibility requirements.

We will partner with the Town to make modifications to policies that allow conditional access for people with disabilities accompanied by service animals or using other power-driven mobility devices.

## ***Trails***

Trails have a variety of ground surfaces to offer different levels of physically challenging experiences. The program that trails serve would be fundamentally altered if they were paved. There are minimal accessibility requirements to ensure the programs served by these facilities offer an opportunity for qualified people with disabilities to enjoy them. The federal Architectural Barriers Act Accessibility Standards (ABAAS) include scoping and technical provisions for outdoor developed areas such as trails.

## ***Shared (Multi-) Use Paths***

Parks and recreation assets might also include multi-use or shared use paths (SUPs) that are designed primarily for use by bicyclists and pedestrians of all accessibility levels. Since SUPs are physically separated from motor vehicle traffic by an open space or barrier and are either within the highway right-of-way or within an independent right-of-way.

The accessibility requirements for SUPs are unique when compared to accessible route requirements for sites and facilities or pedestrian access routes in public rights-of-way. SUPs should be wide enough to fairly and safely serve a broad spectrum of users.



***Field team measuring an accessible walkway at a Colorado park.***

# Pedestrian Facilities in the Public Right-of-Way

Pedestrian facilities in the public right-of-way (PROW), i.e., public sidewalks, crosswalks, curb ramps, bus stops, etc., are a public program – pedestrian transportation. The primary function of public sidewalks is to serve transportation needs. The minimal opportunity of people with disabilities to travel even short distances on public sidewalks has a negative impact on their ability to access local services, places of public accommodation, and fixed-route public transit.

## ***Why PROWAG?***

Program access is required even when there are not formal or legally adopted standards that define or prescribe the technical provisions to achieve compliance.

The Federal Highway Administration recognizes Public Right-Of-Way Accessibility Guidelines as “recommended best practices, and [they] can be considered the state of the practice that could be followed for areas not fully addressed by the present ADAAG standards.”

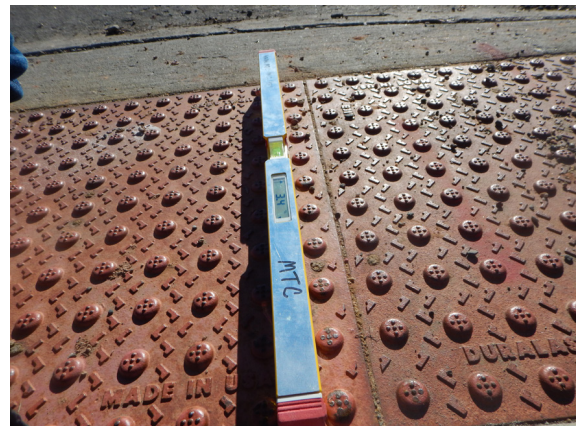
## ***Prioritizing Remediation of Findings in PROW***

When physical changes to pedestrian facilities are needed to achieve program accessibility, a public entity should develop a transition plan explaining how, when, and who will be responsible for implementing the plan to complete such changes.

The priority is to remove barriers that will most effectively and efficiently make programs accessible. Priority for the remediation of barriers in PROW is essentially a function of location. Locations have priority relative to proximity of entities covered by the ADA. Our team calculates priority of locations starting with the walksheds surrounding covered entities and other locations with high anticipated pedestrian traffic.



***Field team noting measurements of a pedestrian signal.***



***Measuring the slope of a sidewalk ramp.***



***Our team using our data collection tool to collect public right-of-way measurements.***

## REPORTS

MTC will produce an Executive Summary Report, which includes an overview of the process and standards used in the data collection and analysis effort. This will be followed by a complete explanation of our methodology used in assigning priorities and within the Accessibility Compliance Data Table (ACDT). The Executive Summary Report will summarize the findings and the recommendations in a manner which allows the Town personnel to understand the scope and extent of the accessibility issues.

The Executive Summary Report will be accompanied by an electronic version of the ACDT, which also provides additional fields for the Town accessibility teams to document and track the resolution status of their barrier removal. The ACDT data is presented in a variety of formats which can be searched, sorted, filtered, and edited in an unlimited variety of ways. ACDT data is also compatible with ArcGIS.

Using identified factors for prioritization, MTC will continue to work with the Town, to develop a timeline for the implementation of the Town transition plan, which reflects budgetary constraints.

## PUBLIC OUTREACH

Public input is an essential component of a Self-Evaluation. MTC will host public outreach meetings and assist in the solicitation of public input, by inviting community representatives to participate in the City's Self-Evaluation process. MTC considers public input when developing priorities for removing barriers to accessibility.

MTC surveys each of the following elements for compliance:

- Accessible Routes
  - Entrance
  - Parking Facility
  - Walking Surfaces
  - Doors
  - Doorways
  - Curb Ramps
- Built-In Elements
  - Signage
  - Fire Alarm Systems
  - Assistive Listening Systems
  - Work Surfaces
  - Service Counters
  - Elevators
- General Site Elements
  - Parking Spaces
  - Access Aisles
  - Passenger Loading Zones
  - Stairways
  - Handrails
  - Ramps
- Plumbing Elements
  - Drinking Fountains
  - Restrooms
  - Water Closets
  - Toilet Compartments
  - Urinals
  - Lavatories and Sinks
  - Grab Bars
- Accessibility Elements
  - Turning Space
  - Clear Floor Space
  - Changes in Level
  - Reach ranges
  - Operable Parts
  - Protruding Objects
  - Knee and Toe Clearance
- Special Rooms and Spaces
  - Break Rooms
  - Reception Areas
  - Conference Rooms
  - Auditoriums
  - Court Rooms
  - Meeting Rooms



# SCOPE OF WORK



## TASK I: INVENTORY AND ANALYSIS

We will begin this project with a kick-off meeting between MTC project staff and key stakeholders from the Town. During this meeting, we will gather information and finalize the schedule for data collection, data analysis, as well as deliverables. MTC staff will establish a process for bi-weekly status update reports/meetings. Consistent project status meetings are critical for keeping projects on schedule and on budget and allow for feedback in real time.

Prior to the Kickoff meeting, the Town with assistance from MTC, will complete a Project Planning worksheet which captures all the programs, services, and activities (PSA that the Town provides, in addition to the department responsible for each PSA and the manager of each department. This information is important when conducting interviews, identification of policies, and to predetermine priorities based on services within specific facilities.

MTC will use an interactive approach to assist the Town of Bennett in the process of evaluating the compliance of services, programs, and activities. Identifying programs and potential barriers to those programs requires MTC to gather information from websites and documents, Town management and staff, and facility access surveys. MTC will inventory and review your policy documents and procedure manuals to identify gaps. We will provide a full set of administrative documents and ADA policy templates to ensure that all Title II ADA regulatory requirements are covered.

Regular and thorough communication with the ADA Coordinator and others will be critical for successful project completion. As the ADA requirements for Title II entities are descriptive, rather than prescriptive, the MTC team will partner with the Town to ensure a comprehensive understanding of the requirements of an ADA Self-Evaluation and Transition Plan. As we guide the Town through the process, our goal will be to assist in creating a plan that is implementable by Town staff.

## TASK II: NEEDS ASSESSMENT (ADA SELF-EVALUATION)

### Self-Evaluation of Policies and Procedures

- MTC will assist in identifying all necessary documents, materials, and resources.
- MTC will inventory and review existing ADA policies and procedures, provided by the Town, to determine if programmatic accessibility barriers exist.
- MTC will partner with the Town for providing informed guidance and templates for the compliance of ADA related policies and procedures.
- MTC will review and determine if the City's programs and services offered to the public discriminate, based upon a disability, and generate recommendations for policy revisions, physical barrier removal, and necessary staff training.
- MTC will produce a Self-Evaluation Executive Summary Report, which will assess the risk and potential liability, of policies, procedures, programs, and services that are not ADA compliant.

### Staff Survey and Management Interviews

- MTC will coordinate and distribute a staff survey for the collection of information, regarding the understanding of the Americans with Disabilities Act and its requirements, by staff members who are directly involved in the delivery of programs to the public.
- MTC will identify and interview the responsible management members and key personnel at each organization level.

### Digital Assessment (Website)

- MTC will conduct a WCAG 2.1 audit of the City's website to determine compliance with the WCAG standards.
- MTC will conduct functional and usability website testing using our internal employees with varying disabilities i.e., Deaf, Blindness, Low-vision, color blind and cerebral palsy.

### Compliance Audit of Facilities

- MTC will review and evaluate all Town facilities, sidewalks, and parking lots to identify issues which may impede access for people with disabilities.
- MTC will use tablet-based Accessibility Compliance Technology™ (ACT) software for the City's facilities data collection, to organize and analyze data from all identified Town facilities, which will include accessible routes, general site elements, built-in elements, plumbing elements, accessibility elements, and special rooms and spaces.

### TASK III: COMPREHENSIVE TRANSITION PLAN

- MTC will consolidate accessibility compliance findings, within the first draft of the facilities Accessibility Compliance Data Table (ACDT), in a format that is easy to understand and used for continued compliance efforts. The ACDT will include recommendations, priorities, facility and/or GPS data, and a tracking method for the resolution status of barrier mitigation.
- MTC will provide recommendations to remedy all non-compliant elements of program accessibility, considering viewed in its entirety, extent of feasibility, and fundamental alteration.
- MTC will meet with the Town to review the draft documents, identify project priorities, and solicit feedback prior to preparing, producing, and presenting a final draft of the ADA Transition Plan to the Town.
- MTC will prepare and present findings at a Q&A Session for Town staff and Town Project Team to clarify information and finalize process.
- MTC will assist the Town in developing a final Self-Evaluation and Transition Plan, which can be published for public access.
- MTC will establish a tracking system compatible with the City's software to update barrier removals as they are performed by Town staff.

### TASK IV: PROJECT DATABASE AND MAPS

- Meeting the Challenge uses its own company-developed proprietary compliance software called Accessibility Compliance Technology (ACT), specifically designed to support the Self-Evaluation in capturing data for facilities, parks, trails, and PROW. ACT allows our project teams to quickly and efficiently collect and analyze data while simultaneously performing quality control and maintaining data integrity.
- Our software solution integrates with Microsoft Azure as a centralized cloud-based storage and Microsoft Access application for database maintenance, data collection, and analysis.
- ACT integrates with ArcGIS (GIS) software and Google Maps for geotagging, which is further used for our 'Map It' feature when performing Public Right-of-Way assessment.
- Our 'Map It' feature allows client users to identify and view the location of each exterior barrier by navigating from an element or attribute to Google Maps.

## TASK V: PROJECT CLOSE/SUMMARY

MTC will prepare a final report for the Town, which will include a description of how the Self-Evaluation was administered and the recommendations to remediate programmatic access barriers found. The final report will include an executive summary, as well as a full report. The final report will identify actual and potential barriers to inclusion, including procedural, operational, attitudinal, and physical conditions, the processes by which they were identified and the processes by which they will be resolved. MTC will include priorities for architectural barrier removal and barrier removal in the Public Right-of-Way that are established by the Town. We understand that the information must be concise, yet provide the appropriate number of details so that Town Council is able to understand the City's obligation for compliance with the ADA and the actions needed to comply.

As discussed in Task I, MTC will review and provide recommended updates to the City's current policies and procedures. Where additional policies are recommended, MTC will provide templates for the Town and will review any new policies that the Town will adopt.

MTC has experience presenting findings to Town and County government officials. It is encouraged to involve Town Board of Trustees at the beginning stages of the project, so they are aware of the tasks that will take place. It becomes critical for Town Council to understand the scope of the project during the Public Outreach task, when constituents may contact their council member for more information. We have successfully guided past clients through the process of formal adoption of a transition plan by ordinance or resolution by elected officials and publication on your website.

MTC will assist the Town in preparing a presentation for Town Council, which will accompany the final report. The Project Manager and other key project members will be available to present, or co-present, the transition plan and will be available to answer questions that may arise.

We recommend, and are able to provide, training for all of our clients. MTC will provide a training session, which can be facilitated in-person, via webinar, or made available to the Town for integration into your Learning Management System. Training will cover the ADA History and Overview and Disability Awareness and Etiquette. In this training, we will summarize the history of Civil Rights Laws and the ADA in the United States, recognize the five titles of the ADA and its enforcement agencies, define disability, and examine rights and responsibilities of people with disabilities. In addition, we will focus on disability awareness and etiquette, with training designed to help everyone understand the magnitude of the disability community, provide a better understanding of proper language to use when addressing people with disabilities, and address etiquette considerations.

## TASK VI: KEY DELIVERABLES

### Summary Reports

- MTC will produce a Summary Report following each assessed area for the Town, describing an overview of the process used for data collection, analysis, and the procedure for assigning priorities and milestones. The Summary Report will summarize the findings and the recommendations in a manner which allows the City's personnel to understand the scope and extent of the accessibility issues.

### ADA Self-Evaluation Assessment Report

- The ADA Self-Evaluation Assessment Report will be provided which provides an executive summary of all findings, recommendations, and summary reports.

### Accessibility Compliance Data Table (ACDT)

- This data table is a fully searchable, sortable, filterable, and editable electronic Excel version of the ACDT, which will provide additional fields for the Town to monitor, document, and track the resolution status of barrier removal.

### ADA Transition Plan (DRAFT)

- MTC will work with the Town to complete the DRAFT ADA Transition Plan, and support the development of materials for Public Outreach for community involvement. MTC will continue to work with the Town, using identified factors, to develop a timeline for the implementation of the City's transition plan, reflecting budgetary constraints.

### Public Outreach Presentation (DRAFT)

- Public outreach slides will be provided which describe the entire SETP process to assist the Town with a combined presentation to the community and Board of Trustees.

### Project Kickoff Presentation and Meeting Minutes

- A digital copy of the project kickoff slides prior to the kickoff meeting and meeting minutes will be provided following each status meeting.



# PROPOSED SCHEDULE

SELF-EVALUATION ASSESSMENT (Phase 1)	DATES
Kickoff Meeting	Jan 2023
Policies and Practices Assessment	Jan - Apr 2023
Knowledge Assessment - Interviews and Surveys	Jan - Apr 2023
Digital Assessment (Website)	Jan - Apr 2023
Facilities Assessment	Mar - Apr 2023
Public Right of Way Assessment	Apr - May 2023
Prioritize Barriers for Removal	Jun 2023
Self-Evaluation Assessment Report	Jun 2023
TRANSITION PLAN (Phase 2)	
Transition Plan	Jul 2023
Public Outreach	Jul - Aug 2023
PROJECT MANAGEMENT/ADMINISTRATION	
Project Management/Quality/Admin	Jan - Sep 2023

\* **Note:** All Projected Completion Dates may change due to contract award date, inclement weather during data collection, or change orders.

# PROJECT COST

SELF-EVALUATION ASSESSMENT (Phase 1)		COST
Policies and Practices Assessment	\$	10,950.00
Knowledge Assessment - Interviews and Surveys	\$	3,480.00
Digital Assessment (Website)	\$	15,345.00
Facilities Assessment	\$	35,753.00
Public Right of Way Assessment	\$	62,419.50
Prioritize Barriers for Removal	\$	3,800.00
Self-Evaluation Assessment Report	\$	2,252.50
TRANSITION PLAN (Phase 2)		
Transition Plan	\$	4,432.50
Public Outreach	\$	2,320.00
PROJECT MANAGEMENT/ADMINISTRATION		
Project Management/Quality/Admin	\$	9,595.38
TOTAL		\$ 150,347.88



# FIRM PROFILE

# FIRM OVERVIEW

Meeting the Challenge is a national ADA consulting firm that serves individuals and organizations with rights and responsibilities for compliance under federal disability rights laws. We are able to provide the Town with the knowledge and resources to solve all disability law compliance challenges and increase access for people with varied abilities.

Meeting the Challenge is a subsidiary of CP&Y, Inc., a full-service architectural and engineering consulting firm. The combination of MTC and CP&Y brings together a broader suite of accessibility services to our clients.

MTC can provide solutions for the Town of Bennett to help solve disability law compliance challenges, which all towns, cities, counties, and states experience.

Meeting the Challenge is able to provide the following services:

- Self-Evaluation and Transition Plans
- Public Right-of-way Audits
- Park and Recreation Audits
- Outdoor Recreation Area Audits
- DOJ Project Civic Access Response Facilitation
- DOJ Photo Verification Reports
- ADA Settlement Resolution Consulting for the DOJ
- Multi-housing FHA Compliance Audits
- Expert Testimony
- Disability Laws Training
- ADA Lawsuit Consulting
- Facility Audits
- Website Accessibility Audits
- ADA Architectural Plan Reviews







## ON-CALL CONSULTING SERVICES

MTC provides on-call services in order to continue to partner with the Town as progress is made. Most of our clients keep us on a retainer for on-call services following the completion of the Self-Evaluation Transition Plan process to ensure that the Town is working in compliance with the ADA, conduct plan reviews and to answer ADA questions throughout the process.

Meeting the Challenge is currently providing consulting services for many on-going projects, including the City and County of Denver, Colorado, Lumpkin County, Georgia, Boulder County, Colorado, and several other state and local government entities.

MTC is well-suited to provide on-call ADA Consulting Services for the Town of Bennett. We understand that there is much work to be completed once the Self-Evaluation and transition plan has been adopted. The role of the ADA Coordinator becomes responsible for guiding the Town in the implementation of the plan. We have found that nearly all clients have questions and need guidance during implementation, and MTC gladly offers these services.

Our on-call consulting services will provide the Town with access to MTC's staff of ADA consultants to guide the Town in implementation of ADA policies and associated guidance documents. MTC has completed plan review services for over 25 architectural firms. Our scope of services generally includes redlining plan review sets at SD, DD, and CD, and at least two site walks during construction. After each site walk, we produce an inspection report, Including ADA plan review in any construction project can help eliminate the need for rework.

MTC is backed by the power of CP&Y's over 400 engineers and architects to provide the highest quality of services. Together with our local engineers, we recently completed a project that included writing a new chapter in a client's Engineering Criteria Manual, and included staff training, so that moving forward, ADA compliance is considered in the earliest stages of design. We are able to provide similar expertise and services to the Town of Bennett.



# ROCKY MOUNTAIN ADA CENTER

Since 1991, Meeting the Challenge has operated the Rocky Mountain ADA Center, one of ten Regional technical assistance centers funded by the National Institute on Disability, Independent Living, and Rehabilitation Research, a division of the U.S. Department of Health and Human Services.

The Rocky Mountain ADA Center has provided technical assistance on the Americans with Disabilities Act, throughout the six state Rocky Mountain Region (Colorado, Utah, Wyoming, Montana, South Dakota, and North Dakota), for nearly 33 years and has established itself as a leader among the ten Regional technical assistance centers. Through this experience, Meeting the Challenge has become a recognized authority for ADA knowledge and implementation.

The Rocky Mountain ADA Center helps individuals, institutions, and businesses understand their rights and responsibilities under the ADA and supports full implementation of the ADA. They provide information, guidance, and training on all aspects of the ADA.

With the knowledge and research that the Rocky Mountain ADA Center provides, Meeting the Challenge is able to provide you with the latest information and unlimited technical assistance by our ADA Information Specialists on staff.





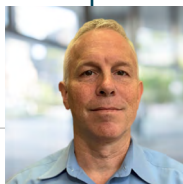
# PROJECT TEAM

*"They immediately distinguished themselves as conscientious, compassionate, and energetic consultants."*

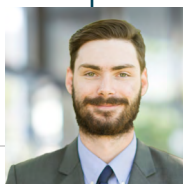
- Jason Sanchez  
City of Cheyenne, WY

MTC is recognized as a national expert on ADA Title II regulations that cover state and local governments. Over the past 33 years, MTC has provided ADA technical assistance, training, and implementation for hundreds of Title II entities and tens of thousands of individuals.

## TOWN OF BENNETT PROJECT TEAM



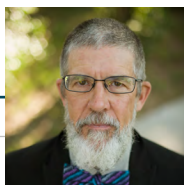
**MATTHEW LUCIER, CPM**  
*Project Manager*  
Colorado Springs, CO



**NICK KELLEY, ADAC**  
*Deputy Project Manager*  
Colorado Springs, CO



**JENNIFER BOEN**  
*Quality Manager*  
Waco, TX



**GEOFF AMES, RAS**  
*Senior Technical Advisor*  
Colorado Springs, CO

**SUPPORT TEAM**  
*David Wegener, Project Manager*  
*Ryan Davis, ADAC - Accessibility Specialist*  
*Bryce Coop, Accessibility Specialist*  
*James Wick, RAS - Accessibility Specialist*



# MATTHEW LUCIER, CPM

## PROJECT MANAGER



### **BACKGROUND**

Matt is a certified project management professional with 20 years of experience leading Information Technology and Facilities Engineering projects utilizing CMMI, ITIL and PMP methodologies. He has extensive management experience in analysis, schedule management, continuous process improvement and quality management in each project. Matt currently leads our SETP project management team and is responsible for the management of all projects to include the ADA SETP for the Town of Vail, City of Commerce City SETP, Town of Timnath and Town of Castle Rock PROW Assessments.

### **Registrations**

Certified Project Master  
(CPM)

### **Education**

B.S. Project Management,  
Colorado Technical University

### **Years of Experience**

20

### **Additional Assessments**

- Town of Vail, CO
- City of Golden, CO
- City of Lakewood, CO
- City of Littleton, CO
- Town of Timnath, CO

### **PROJECT EXPERIENCE**

#### **ADA SETP FACILITY, City of Killeen, TX**

Project Manager. Led team in a full facility SETP with the data collection, analysis of facilities and parks, Policy reviews, Website Assessment, Knowledge Assessments and the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan for the City of Killeen.

#### **ADA SETP Public Right-of-Way Project, Town of Castle Rock CO**

Project Manager. Led project team in the data collection, data analysis and Self-Evaluation reporting of the central district for Public Right-of-Way, 21 miles of sidewalk, 214 curb ramps. Following data collection, led the team in the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan Database for Castle Rock.

#### **ADA SETP, City of Commerce City, CO**

Project Manager. Led team in a full SETP with the data analysis of 6 facilities, Policy reviews, Website Assessment, Management Interviews/Surveys and the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan for Commerce City.

#### **DISA Manpower Personnel Engineering Facilities Team Technical Support, Defense Information Systems Agency (DISA), Denver CO**

This project supported the DISA Facilities Engineering Division by managing and directing the facility engineering, maintenance programs and raised floor infrastructure for Federal (DoD) data centers. Matt provided the project management to a team of 15 engineers. He provided the contractual oversight between the team and the customer ensuring the project was executed within the cost, scope and schedule of the contract. The team provided site engineering surveys and reports, provide documentation, manage design, construction and maintenance projects, support local site facility management staff and establish facility standards and guidance.

# NICK KELLEY, ADAC

## DEPUTY PROJECT MANAGER



### Registrations

ADA Coordinator

### Years of Experience

6

### Additional Assessments

- City of Vail, CO
- City of Golden, CO
- City of Lakewood, CO
- City of Littleton, CO
- Town of Timnath, CO

### BACKGROUND

Nick is a certified ADA Coordinator with six years of experience in developing ADA Transition Plans for facilities and public right-of-way. He specializes in the 2010 ADA Standards for Accessible Design and PROWAG. Nick is comfortable providing guidance and interpreting rights and responsibilities related to all disability rights laws for government agencies, architects, engineers, attorneys and business owners.

Nick leverages his technical background to produce projects that are accurate and compliant. He is detail-oriented, organized and produces deliverables that help clients successfully become ADA compliant.

### PROJECT EXPERIENCE

#### **ADA SETP, City of Highlands Ranch/Highlands Ranch Metropolitan District, CO**

Project Specialist. MTC conducted on-site review of 25 Metro District sites in order to produce a Self-Evaluation and Transition Plan for their Park and Recreation facilities. Responsible for on-site data collection and data analysis.

#### **ADA SETP, Town of Castle Rock Parks & Recreation Department, CO**

Project Specialist. Led a project team in the data collection and data analysis of 25 facilities, 24 parks and 8 paved trails. After data collection, led the team in data analysis and development of the Transition Plan Database for Castle Rock.

#### **ADA SETP, Boulder County, Multiple Locations, CO**

Accessibility Specialist. Led a project team in the data collection and data analysis of 33 facilities and 32 trailheads.

#### **ADA Self-Evaluation and Transition Plan, City and County of Denver, CO**

Project Specialist. MTC partnered with the City and County to create policies, procedures, programs and services to discard of any discrimination. This project also included audits of 116 facilities and 315 parks. After every element and attribute was measured, MTC developed and produced a Transition Plan Database with each element prioritized in order of importance. Responsibilities included data collection, data analysis and Transition Plan Database.

#### **ADA Self-Evaluation and Transition Plan, Larimer County, CO**

Project Specialist. MTC conducted an assessment of 16 County-owned facilities and 14 parks. Our teams also collected data for 207 intersections and 150 miles of sidewalk in the PROW. Responsibilities included leading technical teams, field liaison and producing a PROW Transition Plan Database.

# GEOFF AMES, RAS

## SENIOR TECHNICAL ADVISOR



### Registrations

Registered Accessibility  
Specialist: Texas No. 1527

### Years of Experience

30

### BACKGROUND

Geoff is an accessibility implementation specialist responsible for managing consulting projects for physical accessibility surveys, under the ADA, Proposed Guidelines for Pedestrian Facilities in the PROW and other disability laws. He specializes in helping state and local governments with implementing the regulatory requirements for Self-Evaluation and Transition Plans. Geoff will be responsible for ensuring compliance with all standards and assisting the team with data analysis.

### RELEVANT EXPERIENCE

#### **ADA SETP, City of Littleton, CO**

Project Manager. During Phase One, we completed a facility survey and developed a Transition Plan Database for Littleton's facilities. Geoff's responsibilities included completing an inventory and review of Littleton's ADA policies; and providing policy templates for recommended ADA policies to confirm compliance with title II regulations.

#### **ADA SETP, City of Arvada, CO**

Project Manager. Evaluation of the title II entity's public ROW, which consists of over 600 miles, 1,000 intersections and 3,000 curb ramps. Geoff was a guide for the team on the appropriate standards to be used in the analysis of the data collected. He completed management interviews with City staff and provides ongoing ADA guidance.

#### **ADA Transition Plan, City of Trinidad, CO**

Project Manager. We partnered with the City of Trinidad and Department of Justice to set a timeline to complete a Self-Evaluation and Transition Plan for the removal of barriers to accessibility throughout the City. Our team conducted a full assessment of the City's policies, procedures and City-owned facilities.

#### **ADA SETP, Arapahoe County, CO**

Project Manager. This project included audits of the County's programs and services, 27 facilities and 1,300 intersections and more than 700 miles of walkways. Geoff provided training on Accessible Pedestrian Facilities in the PROW for the Arapahoe County Road and Bridge Department. This training included accessible PROW design criteria based on the Proposed Guidelines for Pedestrian Facilities in the PROWAG.

#### **ADA SETP, Adams County, CO**

Project Manager. This project involved audits of the County's programs, services and 38 facilities and parks. After data analysis, the Transition Plan Database was developed listing all elements and attributes that were checked for compliance. After the database was developed and presented to County stakeholders, the County staff used the database to track their mitigation efforts.

# JENNIFER BOEN

## *Group Leader, Quality Manager*



### **BACKGROUND**

Jennifer has 20 year of management experience and is the current CP&Y Waco Group Leader. In this role she provides project and client management support to three architects, five engineers and a staff of more than 25 employees. She is responsible for updating business development, financial information and the business planning for the Waco group. She oversees, secures and enforces the utilization and scheduling of staff and deliverables.

She is also involved in client development in both the public and private sectors and works closely with the Cities of Waco and Woodway, McLennan County and many private developers in the Central Texas area.

### **Education**

Bachelor of Business  
Administrator, Baylor  
University, 2001

### **Professional Registrations**

- American Water Works Association
- Association of Rural Communities in Texas
- Waco Business League

### **Years of Experience**

20

### **Years with CP&Y**

20

Jennifer has experience managing diverse groups of projects from design phase through construction closeout. She implemented the use of Sharepoint project management software creating and maintaining SharePoint Project Management Sites for more than 20 projects.

### **PROJECT EXPERIENCE**

- City of Waco 4th Street Road and Utility Improvements
- City of Waco 5th Street Road and Utility Improvements
- City of Waco Flat Rock Road Wastewater improvements
- City of Waco SH6/Loop 340 Utility Relocation
- City of Waco Water System Modeling
- City of Waco Hillcrest Pump Station and Storage Tank
- County Road 913 Sanitary Sewer Line Improvements
- City of Crestwood Sewer S1257
- City of Woodway Fairway Gravity Sewer Replacement
- City of Waco FM 1637 Utility Relocation
- City of Waco FM 1637 Forcemain Utility Relocation
- City of Fort Hood 42-inch Sewer line
- City of Fort Hood Pump Station #7
- City of Killeen Diversion and Trimmer Creek Interceptors Phases I & II
- Klondike Additional Water Line Extension and Improvements
- City of Trophy Club Lift Station Replacement Project
- City of Lexington Wastewater Treatment Plan and Lift Station
- Magnolia Silos Redevelopment Phases I & II
- Mt. Carmel Water Treatment Plant Improvements



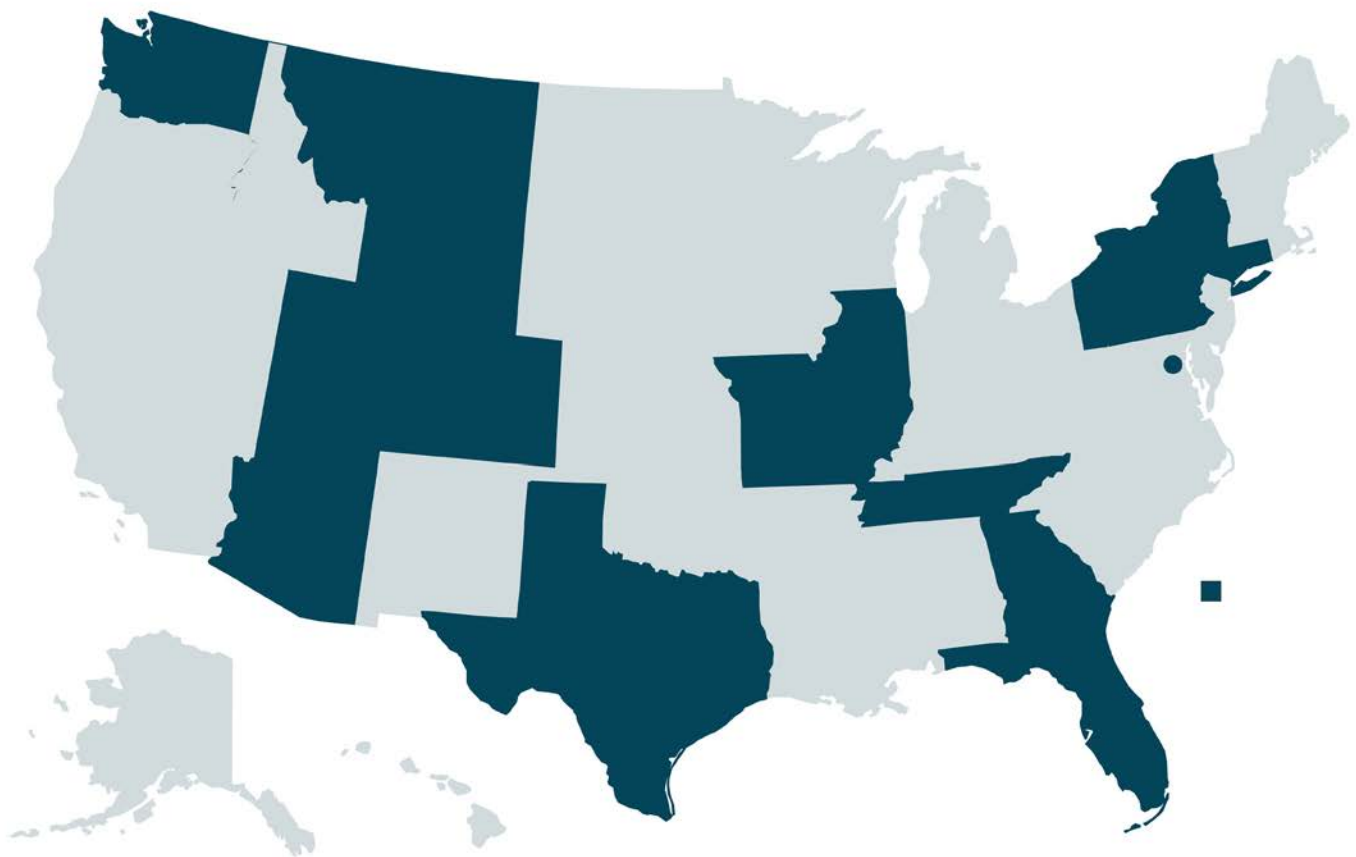
# EXPERIENCE



## STATE AND LOCAL GOVERNMENT EXPERIENCE

With over 40 successful completions of ADA Self-Evaluation and transition projects, MTC has demonstrated the capability to work with state and local governments throughout the U.S. These projects range from state and local governments who are proactively performing self-evaluation and transition plan projects to comply with the ADA, to Self-Evaluation and transition projects that are required by a Department of Justice enforcement action that have resulted in a Project Civic Access settlement agreement.

MTC is recognized as a national expert on ADA Title II regulations that cover state and local governments. Over the past 33 years, MTC has provided ADA technical assistance, training, and implementation for hundreds of Title II entities and tens of thousands of individuals. Many of these projects and trainings were contracted as the result of a U.S. Department of Justice enforcement action or settlement agreement. Additionally, through Self-Evaluation and transition plan projects, MTC has helped improve ADA accessibility in diverse communities totaling over 25 million people.



## MTC'S NATIONAL PRESENCE



# TOWN OF CASTLE ROCK, COLORADO

## ADA SELF-EVALUATION AND TRANSITION PLAN

The Town of Castle Rock contracted MTC to conduct an on-site review of compliance with the ADA at Town facilities, parks and trails. MTC audited and analyzed the data collected from the 24 facilities, 25 parks and 8 trails identifying and describing barriers, applicable sections of the 2010 Standards and priorities for barrier removal as recommended by the DOJ. The scope of work for this project included the evaluation of the Town of Castle Rocks policies, procedures, practices and programs relative to compliance with Title II of the ADA.



### CLIENT REFERENCE

- Point of Contact: Kristin Read
- Title: ADA Coordinator and Assistant Town Manager
- Telephone Number: 720.733.3552
- Email: kread@crgov.com

### YEAR OF COMPLETION

2021

### TOTAL PROJECT COST:

\$147,475.00





# BOULDER COUNTY, CO LORADO

## ADA SELF-EVALUATION AND TRANSITION PLAN

MTC provided Boulder County with an SETP for 38 facilities, four parks and recreation facilities, a website assessment and 33 trails/ trailheads. MTC partnered with the County’s ADA Advisory Team to review County programs, policies and practices to identify potential physical or procedural barriers for people with disabilities. MTC assisted the County with improvement of ADA-related policies to comply with ADA Title II regulations. MTC provided targeted training to County employees to ensure understanding of ADA regulations specific to the duties. MTC facilitated public outreach, including solicitation of comments from stakeholders representing the disability community.



### CLIENT REFERENCE

- Point of Contact: James Butler
- Title: Lead Architect
- Telephone Number: 303.441.4826
- Email: [jbutler@bouldercounty.org](mailto:jbutler@bouldercounty.org)

YEAR OF COMPLETION  
2022

TOTAL PROJECT COST:  
\$199,000.00





# CITY OF LITTLETON, CO LORADO

## ADA SELF-EVALUATION AND TRANSITION PLAN

During Phase One, we completed a facility survey and developed a Transition Plan Database for Littleton's facilities. We also completed an inventory and review of Littleton's ADA policies and provided policy templates for recommended ADA policies to comply with ADA Title II regulations.

For Phase Two, a survey and analysis of Littleton's pedestrian facilities in the PROW was completed. We provided a Transition Plan Database with findings and GPS data compatible with the City's GIS database. Findings were prioritized based on location and program access demand and given rough order of magnitude estimates of mitigation difficulty. MTC was also engaged to perform Phase Three of this project, which required opinions of probable construction costs, with design standards, for correction of findings in the public right-of-way, along with a logical organization and prioritization of projects necessary to improve accessibility throughout the City. We also provided additional ADA consulting services including a Littleton website accessibility assessment and training for City management and staff, targeted toward needs identified in management interviews and staff surveys.

**1150**

Intersections

**500+**

Miles of  
Sidewalk

**19**

Facilities

### CLIENT REFERENCE

- Point of Contact: Keith Reester
- Title: Director of Public Works
- Telephone Number: 303.795.3866
- Email: kreester@littletongov.org

### YEAR OF COMPLETION

2020

### TOTAL PROJECT COST:

\$84,000.00



# CITY OF ARVADA, COLORADO

## ADA SELF-EVALUATION AND TRANSITION PLAN

The project scope included review of the City's programs, policies and practices. Program access was also evaluated, based on management interviews, a staff ADA knowledge survey and a technical audit and user testing of the City's website. MTC collected accessibility data for the City's buildings, parks and recreation facilities and pedestrian facilities in public rights-of-way. The scope included 24 City buildings, 113 parks and recreation facilities, 796 miles of sidewalks and 10,894 curb ramps. Our team's duties included administration of ArcGIS Online environment including the configuration and performance monitoring of ArcGIS Collector and Survey123 mobile data collection and ADA inspection applications. We provided the client with bi-weekly progress maps that communicated the number of total inspections, miles of sidewalk inspected and overall project status. An ADA Transition Plan was completed through collaborative efforts of MTC and the City staff. MTC worked with the City's Public Information Office to facilitate virtual and in-person public meetings. The draft Transition Plan was also published on the City's website for public comment. Public comments were documented in the final Transition Plan presented to City Council.

### CLIENT REFERENCE

- Point of Contact: Kim Vagher
- Title: City Facilities Manager
- Telephone Number: 720.898.7000
- Email: [kvagher@arvada.org](mailto:kvagher@arvada.org)

### YEAR OF COMPLETION

2021

### TOTAL PROJECT COST

T: \$389,160.00





# REFERENCES

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*“We couldn’t have selected a better partner for such an extensive project. The outcome was a fully documented, well-organized, Transition Plan with supporting data that we were able to use for planning our course of action.”*

*- Jeff Baker  
Arapahoe County Commissioner*

# REFERENCES

In addition to the project references provided in our relevant experience section, we invite the Town to speak with any of our past and current clients about services we have performed for their projects.

## TOWN OF CASTLE ROCK, CO

### Kristin Read



ADA Coordinator and Assistant Town Manager

720.7333.3552

kread@crgov.com

## BOULDER COUNTY, CO

### James Butler



Lead Architect 303.441.4826

jbutler@bouldercounty.org

## CITY OF LITTLETON, CO

### Keith Reester



Director of Public Works

303.795.3866

kreester@littletongov.org

## CITY OF ARVADA, CO

### Kim Vagher



City Facilities Manager

720.898.7000

kvagher@arvada.org

## COMMERCE CITY, CO

### Brennan Mendus

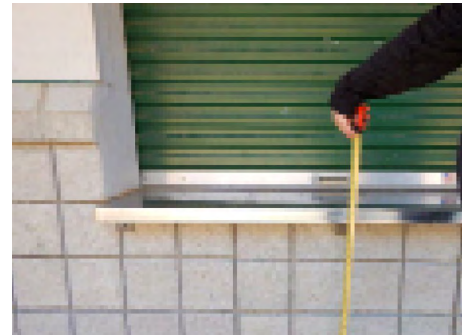


Risk Manager

bmendus@c3gov.com



*Our field technician measuring the height of signage in a parking lot.*



*Our field team measuring the height of a service counter.*



*Smart level measuring the slope of an accessible parking space.*

# TO CONCLUDE,

The primary goals of developing an ADA Self-Evaluation and Transition Plan are:

- Identify programs, services, and activities that may have barriers preventing those of all abilities the inability to access these programs
- Improve accessibility in the Town of Bennett, Colorado
- Eliminate the risk of lawsuits for noncompliance with the ADA

MTC understands the significant importance of a successful and timely completion of the Town's ADA Self-Evaluation and Transition Plan. MTC is committed to accomplish this project, with an outstanding conclusion.

Meeting the Challenge is uniquely suited for this project because of its sole focus on disability rights laws consulting for the past 33 years and its experience developing ADA Self-Evaluations and Transition Plans for cities, towns and counties with a total population of over 23 million people.

MTC's knowledge and experience can be further demonstrated by its operation of the Rocky Mountain ADA Center for the past 32 years. Since 1991, MTC has operated the Rocky Mountain ADA Center, one of ten Regional technical assistance centers funded by the National Institute on Disability, Independent Living, and Rehabilitation Research, a division of the US Department of Health and Human Services. The Rocky Mountain ADA Center provides technical assistance on the Americans with Disabilities Act, throughout the six state Rocky Mountain region (Colorado, Utah, Wyoming, Montana, South Dakota, and North Dakota).

Should the need for future engineering and architectural services arise, MTC is a CP&Y company, a full-service engineering and architectural company with 400 employees and 14 locations across 4 states. Since 1980, CP&Y has provided innovative and progressive engineering and architectural services. Over the past three decades, CP&Y has delivered advanced solutions for multi-discipline infrastructure projects. More than 87% of CP&Y assignments come from repeat clients.

By choosing Meeting the Challenge for the Town of Bennett ADA Self-Evaluation and Transition Plan project, you can be assured the final outcome will be a Self-Evaluation and Transition Plan that will be delivered on time, within budget, easy to understand and implement, and fully compliant with the ADA.



# SAMPLE DELIVERABLES

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*“MTC/CP&Y were outstanding partners to the City of Littleton as we created our first-ever ADA Transition Plan. Their knowledge and experience paired with a collaborative problem-solving approach were essential in us developing a plan that outlines our community needs and a strategy to back that up.”*

*- Keith Reester*  
*Public Works Director*







# PROW - Photo Location Finding

Photographs are attached to location data points.

## PHOTOGRAPH 1

11th St, Boulder, CO 80302



## PHOTOGRAPH 2


4295 Eaton Ct, Boulder CO, 80303



# PROW - Curb Ramp Inspection Photo Log

Photographs are attached to location data points.

GPS LOCATION

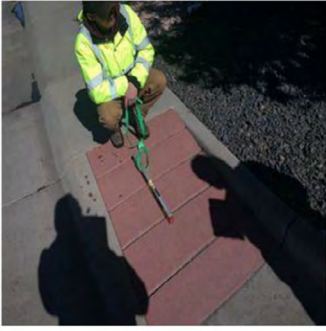


CURB RAMP LOCATION:  
INTERSECTION: XXXXXXXXXX  
INSPECTION DATE: 02/21/2020 12:58 PM


PHOTOGRAPHS

\*CR, Parallel (2) Both < 15 (STD)

Slope Running Left: 12.5%



Close Up, Slope Running Left: 12.5%



Slope Running Right: 9.3%



Close Up, Slope Running Right: 9.3%



Slope Cross Right: 3.9%



Close Up, Slope Cross Right: 3.9%



# SETP REPORT - Table of Contents

## Self-Evaluation Assessment Report Table of Contents (EXAMPLE)

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# PROW - TRANSITION PLAN DATABASE

The Transition Plan Database is provided in a filterable, searchable format that can be amended as barriers are removed

2021 BASE YEAR GRAND TOTAL COST	GRAND TOTAL COST	GRAND TOTAL COST REMAINING	IMPROVEMENTS COMPLETED
\$1,318,059.00	\$1,318,059.00	\$1,318,059.00	\$0.00

ELEMENT INFO		LOCATION INFO					COMPLIANCE INFO		PRIORITY INFO					REMEDATION INFO
Asset ID	Asset	Latitude	Longitude	Intersection ID	Intersection Name	LengthFT	Finding	Citations	Zone	Program Access Valu	Program Score	Mitigation Difficulty	Priority Score	Recommendation 1
272	*Sidewalk Specs	39.368617	-104.859603	100053	Phelps St - S Wilcox St	62	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
273	*Sidewalk Specs	39.373861	-104.860115	100017	Fifth St - N Wilcox St	286	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
274	*Sidewalk Specs	39.374279	-104.860698	100019	Fifth St - Jerry St	251	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
275	*Sidewalk Specs	39.373814	-104.858511	100046	Fifth St - N Perry St	288	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
276	*Sidewalk Specs	39.368083	-104.860570	100054	Fair St - S Wilcox St	36	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
277	*Sidewalk Specs	39.374880	-104.859283	100014	Alley - Sixth St	306	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
278	*Sidewalk Specs	39.374460	-104.859314	100021	Fifth St - Alley	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
279	*Sidewalk Specs	39.371156	-104.858251	100038	Second St - N Perry St	164	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
280	*Sidewalk Specs	39.365298	-104.859997	100056	Miller Ct - S Perry St	106	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
281	*Sidewalk Specs	39.365382	-104.860255	100056	Miller Ct - S Perry St	60	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
282	*Sidewalk Specs	39.368620	-104.860000	100053	Phelps St - S Wilcox St	78	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
283	*Sidewalk Specs	39.366055	-104.863038	100058	E Plum Creek Pkwy - S	132	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
284	*Sidewalk Specs	39.365186	-104.859581	100061	Miller Ct - Dead End	155	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
285	*Sidewalk Specs	39.371758	-104.859345	100036	Second St - Alley	304	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
286	*Sidewalk Specs	39.374928	-104.858500	100047	Sixth St - N Perry St	306	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
287	*Sidewalk Specs	39.374062	-104.861206	100028	Jerry St - Alley	138	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
288	*Sidewalk Specs	39.375299	-104.859258	100015	Sixth St - N Wilcox St	51	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
289	*Sidewalk Specs	39.365810	-104.859086	100056	Miller Ct - S Perry St	596	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
290	*Sidewalk Specs	39.365380	-104.859699	100061	Miller Ct - Dead End	220	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
291	*Sidewalk Specs	39.366944	-104.861806	100055	Briscoe St - S Wilcox St	293	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
292	*Sidewalk Specs	39.370754	-104.859936	100037	Second St - N Wilcox St	313	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
293	*Sidewalk Specs	39.368644	-104.860391	100003	South St - N Wilcox St	302	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
294	*Sidewalk Specs	39.369058	-104.859750	100003	South St - N Wilcox St	105	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
295	*Sidewalk Specs	39.371760	-104.859900	100034	Third St - N Wilcox St	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
296	*Sidewalk Specs	39.373409	-104.859305	100032	N Wilcox St - Fourth St	273	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
297	*Sidewalk Specs	39.365636	-104.860355	100056	Miller Ct - S Perry St	165	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
298	*Sidewalk Specs	39.372819	-104.861469	100027	Jerry St - Fourth St	286	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
299	*Sidewalk Specs	39.366218	-104.862501	100058	E Plum Creek Pkwy - S	195	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
300	*Sidewalk Specs	39.375313	-104.860639	100015	Sixth St - N Wilcox St	290	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
301	*Sidewalk Specs	39.373802	-104.858773	100046	Fifth St - N Perry St	286	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
302	*Sidewalk Specs	39.372366	-104.859302	100034	Third St - N Wilcox St	277	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
303	*Sidewalk Specs	39.371327	-104.859066	100038	Second St - N Perry St	128	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
304	*Sidewalk Specs	39.367791	-104.860821	100054	Fair St - S Wilcox St	127	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
305	*Sidewalk Specs	39.365264	-104.861008	100060	E Plum Creek Pkwy - S	121	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
306	*Sidewalk Specs	39.376457	-104.860065	100012	N Wilcox St - Seventh	90	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
307	*Sidewalk Specs	39.366956	-104.861559	100055	Briscoe St - S Wilcox St	66	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
308	*Sidewalk Specs	39.374916	-104.859842	100015	Sixth St - N Wilcox St	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.

# FACILITY - ACCESSIBILITY COMPLIANCE DATA TABLE

The ACDT is provided in a filterable, searchable format that can be amended as barriers are removed.

	A	B	D	E	F	G	H	I	J	N	P	Q	R	U	Y	Z	AA	AB
	Record #	Facility	Area	Room/Space	Room/Space Description	Room/Space Type	Element ID	Element	Element Description	Attribute	On-Site Value	Units	Compliant	Priority	Mitigation Difficulty	Suggested Net Priority (1-High to 18-Low)	Milestone Months	Cost Estimate
3071	3070	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1091	Parking Space	1, north	Dim, width	120	Inches	NO	1-Entry	3-Low	1	6	\$400.00
3072	3071	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1091	Parking Space	1, north	Sign provided?	Yes	Yes/No	YES	1-Entry				
3073	3072	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1091	Parking Space	1, north	Slope, cross	4.9	%	NO	1-Entry	1-High	3	18	\$1,500.00
3074	3073	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1091	Parking Space	1, north	Standard or Van space?	Van	Standard/Van	Info	1-Entry				
3075	3074	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1091	Parking Space	1, north	Type of space?	Perpendicular	Angled, Par, Per	Info	1-Entry				
3076	3075	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1091	Parking Space	1, north	Van sign provided?	Yes	Yes/No	NO	1-Entry	3-Low	1	6	Maintenance Item
3077	3076	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1092	Access Aisle	1-2, north	Dim, width	95	Inches	YES	1-Entry				
3078	3077	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1092	Access Aisle	1-2, north	Slope, running	3.8	%	NO	1-Entry	1-High	3	18	\$600.00
3079	3078	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1092	Access Aisle	1-2, north	Surface marking?	No	Yes/No	NO	1-Entry	3-Low	1	6	\$2,900.00
3080	3079	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1092	Access Aisle	1-2, north	Travel behind cars required?	Yes	Yes/No	INFO	1-Entry				
3081	3080	Municipal Service Center (MSC)	Exterior	Parking Facility	At facility entrance	Public Unsupervised	1093	Parking Space	2, north	Access aisle provided?	Yes	Yes/No	YES	1-Entry				

# COST ESTIMATE SUMMARY TABLE

The Cost Estimate Summary Table is provided to show the estimated overall cost of non-compliant finding which are barriers to accessibility. The summary table in addition to the Transition Plan Database is used to keep track of all remediation efforts to reduce barriers.

	A	B	C	D	E
1	<b>Cost Estimate Summary Table</b>				
2					
3	<b>2022 BASE YEAR GRAND TOTAL COST</b>	<b>GRAND TOTAL COST</b>	<b>GRAND TOTAL COST REMAINING</b>	<b>IMPROVEMENTS COMPLETED</b>	
4	\$766,658.00	\$766,658.00	\$766,658.00	\$0.00	
5					
6	<b>Facility</b>	<b>Total Count (Attribute)</b>	<b>Total Count Non-Compliant (Attribute)</b>	<b>Total Cost</b>	<b>Total Cost Remaining</b>
7	Prospect Ridge	840	223	\$137,698.00	\$137,698.00
8	Golf Course	238	82	\$61,706.00	\$61,706.00
9	Civic Center	1124	434	\$147,056.00	\$147,056.00
10	Recreational Building	1014	390	\$191,258.00	\$191,258.00
11	Municipal Service Center (MSC)	586	240	\$120,562.00	\$120,562.00
12	Center Point Pool	383	112	\$108,378.00	\$108,378.00



# SUBMITTAL CHECKLIST

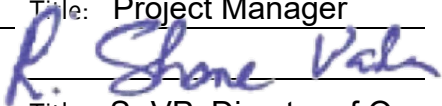
- Signed Cover Page
- PRICING FORM
- SUBMISSION FORM
- W-9

## Signed Cover Page

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

---

### PRINT OR TYPE YOUR INFORMATION

Name of Company: Meeting the Challenge, A CP&Y Company Fax: \_\_\_\_\_  
Address: 3630 Sinton Road, #103 City/State: Colorado Springs CO Zip: 80907  
Contact Person: Matt Lucier Title: Project Manager Phone: 720.370.6776  
Authorized Representative's Signature:  Phone: 214.589.6987  
Printed Name: Shane Wade Title: Sr VP, Director of Ops Date: 11/29/2022  
Email Address: swade@cpyi.com

## PRICING FORM

### PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Kick-off meeting to discuss project goals & objectives <i>(Included with PM Tasks)</i>		PM Costs
2			Evaluation of Town policies, practices for accessibility		\$10,950.00
3			Develop public outreach plan for stakeholders		\$2,320.00
4			Conduct evaluation of all relevant public facilities <i>(To included Website)</i>		\$120,797.50
5			Develop Self Evaluation & Transition Plan		\$6,685.00
6			Provide management, monitoring & tracking tools		\$9,595.38
7			Presentation to Town Board adoption of ADA Self Evaluation & Transition Plan <i>(Included with PM Tasks)</i>		PM Costs
8					
9			Follow up meetings with Town staff <i>(Included with PM Tasks)</i>		PM Costs
10					
Total					\$150,347.88

**Not to Exceed Total:**

#### Binding Proposal

By providing a response to this RFP, Proposers are bound to providing the proposed goods/services at the costs and rates quoted in their proposal for the length of the award period.

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

Attn: Geri Scheidt  
Town Safety Officer  
RFP: 22-016 ADA Self Evaluation and Transition Plan

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered 0 %

State total bid price (include all items bid) \$150,347.88

State total bid price with discount \$150,347.88

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CP&amp;Y, Inc.</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>12500 San Pedro, Ste 450</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>San Antonio, TX 78216</b>		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-			-			
or									
Employer identification number									
7	5		-	1	7	2	0	4	1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 9/16/2022
-----------	--	------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



THANK YOU FOR YOUR  
CONSIDERATION.

**Meeting the Challenge, A CP&Y Company**

3630 Sinton Road

Suite 103

Colorado Springs, CO 80907





**BUREAU  
VERITAS**

**MOUNT VIEW CEMETERY**

# TOWN OF BENNETT

RFP #22-016 ADA SELF EVALUATION AND TRANSITION PLAN

November 29, 2022



November 29, 2022

Town of Bennett  
Attn: Geri Scheidt, Town Safety Officer  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806



RE: ADA Self Evaluation and Transition Plan

Dear Ms. Scheidt

Thank you for taking the time to review Bureau Veritas Technical Assessments, LLC's (Bureau Veritas) qualifications in response to the Town of Bennett's RFP for ADA Assessments. The following proposal details our capability to execute this project.

**Proven Experience** | Bureau Veritas has extensive experience providing ADA Assessments for City, County and State Government entities. We are licensed in the State of Colorado and are familiar with all ADA and Colorado codes and regulations. In addition to ADA Self-Evaluation and Transition Plan expertise - Bureau Veritas offers a full suite of services including ADA plan check, inspections, ADA design, and turn-key project management for implementation. BVT's code compliance group has performed ADA plan check and inspections for hundreds of municipalities acting as augmented staff or third party consultants..

**Highly Qualified Team** | Bureau Veritas is an architecture and engineering firm focused solely on assessment and planning studies, with 800 professionals nationwide. We provide a national broad based Project Team of Accessibility Assessors with backgrounds in Architecture, Civil Engineering, Landscape Architecture, and Construction.

**ADA Experience** | Bureau Veritas has performed similar ADA consulting for clients including:

- City of Tracy, CA
- City of Garden Grove, CA
- Hayward Recreation and Parks, CA
- City of Napa, CA
- City of Brea, CA
- City of Orange, CA
- Ambrose Parks and Recreation District, CA
- University of Nevada, Reno, NV
- State of Washington Parks Commission, WA
- City of Redmond, WA
- Montgomery County, MD
- City of Erie, PA
- Arlington County, VA
- City of Americus, GA
- City of Wilmington, DE
- Town of Acton, MA

**Local Experience** | Bureau Veritas has a local office in Lakewood, Colorado. We have completed over 2,551 projects in Colorado, including assessments for:

- Cordillera Metropolitan District
- Eaton Parks and Recreation District
- Clear Creek Mountain Recreation District, Idaho Springs
- Western Eagle County Metropolitan Recreation District
- Mountain Recreation Metropolitan District of Eagle County
- City of Aspen
- City of Aurora
- City of Steamboat Springs
- City of Englewood
- Regional Transportation District
- Garfield County School District
- Centennial School District
- Aurora Academy Charter School
- Boulder Housing Partners
- Conejos County Housing Authority
- DeVry University, Westminster
- University Corp. for Atmospheric Research, Boulder
- University of Colorado Hospital, Aurora
- Aspen Valley Hospital
- Cedar Springs Behavioral Health Hospital
- Madeline Hotel, Telluride
- Grand Timber Lodge, Breckenridge
- Bureau of Indian Affairs

We appreciate the opportunity to present our qualifications for these services and look forward to working with the Town of Bennett.

I am authorized to bind Bureau Veritas to all terms, conditions, and commitments made in this proposal. Please contact me at 800.733.0660, ext. 7297936 or leilani.york@bureauveritas.com to further discuss our qualifications.

Sincerely,

Leilani York, Associate Vice President



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# 1. STATEMENT OF QUALIFICATIONS



## I. GENERAL FIRM INFORMATION

### Profile

Founded in 1986, Bureau Veritas Technical Assessments LLC (Bureau Veritas) is a professional service consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 700 building professionals nationwide, including Certified ADA Specialists, Registered Architects, Professional Engineers, Certified Energy Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

Annually, Bureau Veritas conducts thousands of assessments for Private, Industrial, Government, K-12 Education, and Higher Education Clients. Having successfully completed assessments of several million square feet of building space, Bureau Veritas has developed a proven and efficient methodology for the performance of field assessments, and data collection.

### Services

- ADA Accessibility Compliance
- Facility Condition Assessments
- Space Analysis
- Capital Needs Assessments
- Energy Studies
- Capital Planning
- Feasibility Studies
- Project Management
- Construction Monitoring
- Plan and Document Review
- Inventory, Barcoding and Tagging
- Capital Planning Software
- Preventive Maintenance

### What We Do



### Company Information

**Name of Company:** Bureau Veritas Technical Assessments LLC

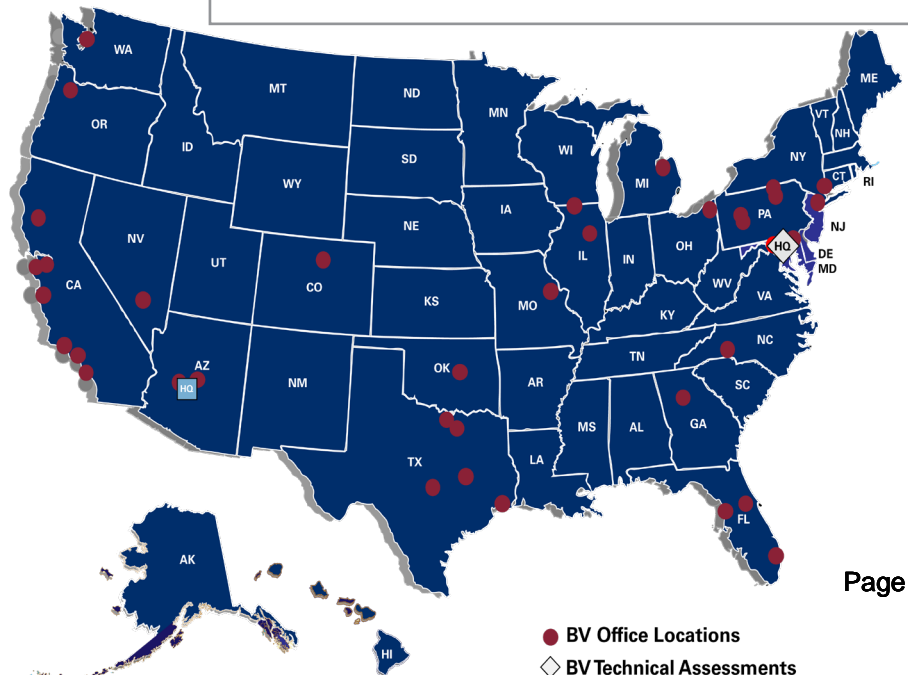
**Headquarters Address:** 10461 Mill Run Circle,  
Suite 1100  
Owings Mills, MD 21117

**Project Office:** 165 S Union Blvd, Suite 310  
Lakewood, CO 80228

**Primary Contact:** **Leilani York**  
Associate Vice President

**Telephone:** **(800) 733-0660, ext. 7297936**

**Email:** **leiani.york@bureauveritas.com**



## PROPOSED STAFFING

### Leilani York | Project Executive

Ms. York will oversee all contractual aspects of the project and will be available to meet with the Town for the duration of the project on an as-needed basis. She will be responsible for defining the scope of engagement, and will meet regularly with BVTa's Project Manager and Assessment Team to assure the Town needs are met, and that the project is adequately staffed, running smoothly, and on schedule. Ms. York will serve as the lead person who can respond to the Town's questions.

### Michael Cuniff | Program Manager

Mr. Cuniff will manage the Assessment Team and meet with the Town on an agreed-upon basis to ensure project success. Mr. Cuniff will be accountable for the overall BVTa Team performance and will be responsible for delivering the assessment results, and for working with the City to develop the implementation plan based on the results. He will have full responsibility for the delivery of the overall project.

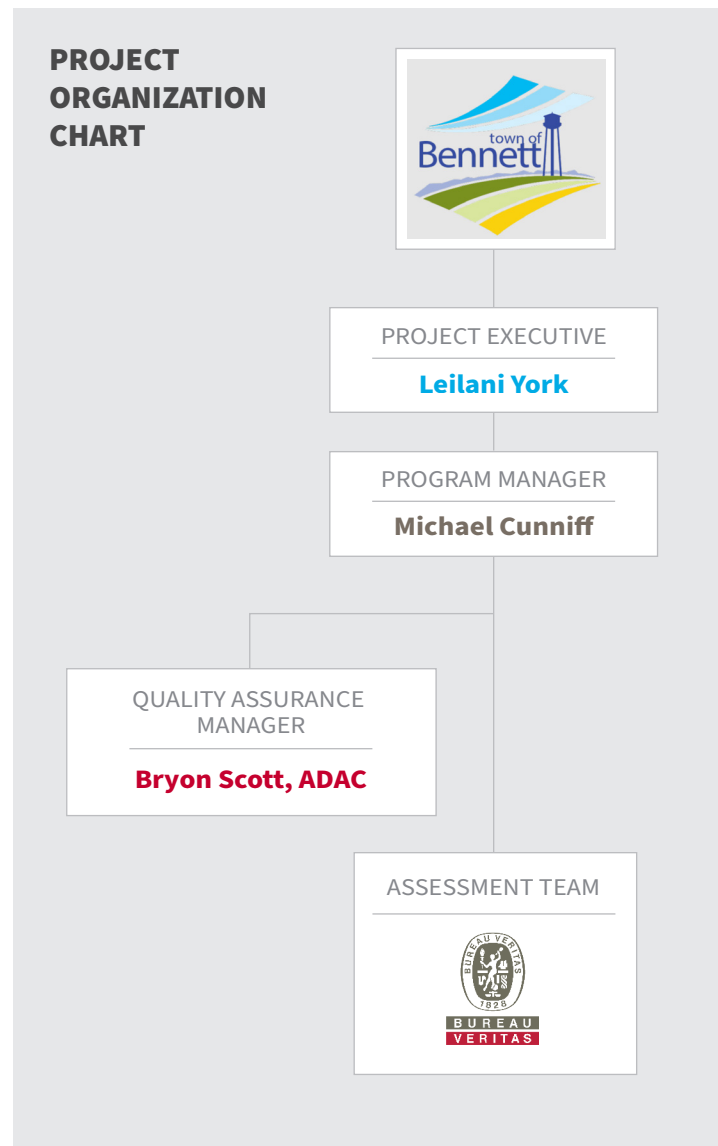
### Bryon Scott, ADAC | Quality Assurance Manager

Mr. Scott will provide general oversight of this project, assuring technical, process, and content quality; and provide quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project. The Quality Assurance Manager conducts spot checks and random report reviews by selecting a sample of assets in each phase of the process, including the assessment / fieldwork stages, report preparations stages, review stages, and data validation (software) stages. Mr. Scott is responsible for technical review of deliverables.

### Assessment Team

The Assessment Team will observe, measure, record, and describe the deficiencies observed through the process, interview staff, and formulate recommendations to remedy the deficiencies. They will coordinate the logistics and document collection for each assessment, as well as develop the assessment report. Our team will include multiple CASp certified staff that will conduct field assessments and/or peer review reports.

### PROJECT ORGANIZATION CHART







## LEILANI YORK

### PROJECT EXECUTIVE

Ms. York has 14 years of experience in client coordination of assessment, architectural/engineering, construction phase services, and field-testing services. She has been involved with projects of similar scope to the proposed project. As Project Executive, Ms. York is responsible for overseeing all contractual aspects of the project and will be available to meet with the client for the duration of the project on an as-needed basis. She will have primary responsibility for defining the scope of engagement and will meet regularly with BV's Program Manager and Assessment Team to confirm that the client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

### PROJECT EXPERIENCE:

#### **City of Lakewood, CO**

Facility Condition Assessment

#### **Gilpin County, CO**

Facility Condition Assessment

#### **City of Seattle, WA**

Assessments, Repair Design, Construction Phase Services

#### **Sound Transit, WA**

Assessments

#### **City of Ellensburg, WA**

Assessments, Repair Design

#### **City of Burien, WA**

Assessments, Repair Design, Construction Phase Services

#### **Port of Tacoma, WA**

Assessments, Repair Design, Construction Phase Services

#### **Puyallup Fairgrounds, WA**

Assessments, Repair Design, Construction Phase Services

#### **Mount Vernon School District, WA**

Assessments, Repair Design, Construction Phase Services

### YEARS OF EXPERIENCE: 14



### Education

Bachelors of Business Administration, Management and Operations, Washington State University

## MICHAEL CUNNIFF

### PROGRAM MANAGER

Mr. Cuniff is a Senior Project Manager with 22 years of experience. He conducts and leads teams for Facility Condition Assessments, ADA Assessments, and other related services. He supervises and trains junior ADA professionals, architects, and engineers in conducting facility assessments. He also supports program managers to coordinate proposals, train, and develop and review final deliverables to the client. Mr. Cuniff will lead BVT's onsite efforts for the duration of the project.

### PROJECT EXPERIENCE:

#### **City of Alameda, CA**

ADA Assessment & Facility Condition Assessment

#### **City of Aliso Viejo, CA**

ADA Study and Transition Plan

#### **City of Tracy, CA**

ADA Study and Transition Plan

#### **City of El Segundo, CA**

ADA Study and Transition Plan, FCA

#### **City of Napa, CA**

ADA Study and Transition Plan, FCA

#### **City of Brea, CA**

ADA Study and Transition Plan, FCA

#### **Hayward Area Park & Recreation District, CA**

ADA Transition Plan, Facility Condition Assessment, and Energy Audit

#### **City of Rancho Cucamonga, CA**

ADA Assessment and Transition Plan

#### **City of Irving, TX**

ADA Study and Transition Plan

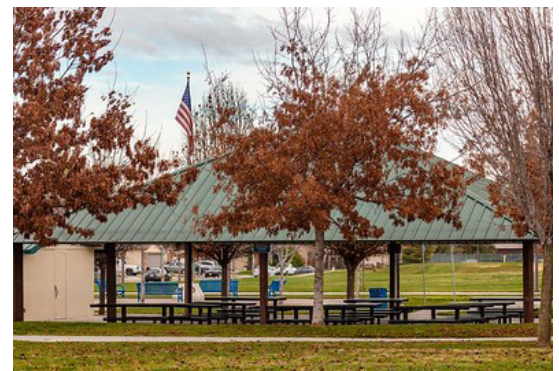
#### **Kimco, Grand Plaza, NY**

ADA Survey

#### **Ceasars Entertainment, Times Square, NY**

ADA Assessment, PCE, Phase I Env. Assessment

### YEARS OF EXPERIENCE: 22



### Education

Bachelor of Science, Architectural/Building Engineering Technology, New England Institute of Technology

## BRYON SCOTT, ADAC

### QUALITY ASSURANCE MANAGER

Mr. Scott is a Lead Project Manager with BVTA. He has 21 years of Construction Management and is a Certified ADA Coordinator, and uses this knowledge to identify ADA barriers, minimize litigation risk, improve customer accessibility, and enhance customer satisfaction. Mr. Scott is a regular speaker at ADA Coordinator's meeting on Title II and Title III subjects.

### PROJECT EXPERIENCE:

**YEARS OF EXPERIENCE: 15**

#### **City of Industry, CA**

ADA PROW Assessment

#### **City of Tracy, CA**

ADA Study and Transition Plan

#### **City of Garden Grove, CA**

ADA Assessment, Facility Condition Assessment

#### **City of El Segundo, CA**

ADA Assessment, Facility Condition Assessment

#### **Hayward Area Recreation and Parks, CA**

ADA Transition Plan, FCA, & Energy Audit

#### **San Bernardino Transportation Authority (SBCTA), CA**

ADA PROW Assessment

#### **City of Brea, CA**

FCA and ADA Transition Plan of Facilities, Parks,  
and PROW of 175 Miles of Sidewalk

#### **University of Nevada, Reno, NV**

ADA Transition Plan

#### **City of Lexington, NC**

ADA Assessments & Transition Plan

#### **Town of Acton, MA**

ADA Assessment and Transition Plan

#### **City of Wilmington, DE**

ADA Assessment and Transition Plan



### Education & Certifications

Bachelor of Science, Business Administration, University of Maryland College Park, MD  
ADA Coordinator (ADAC)  
ADA Coordinator Training Certification Program (ACTCP), University of Missouri



## BRIAN MANTERNACH, CASP

### CASP ASSESSOR

#### PROJECT EXPERIENCE:

##### City of Tracy, CA

ADA Study and Transition Plan

##### Hayward Area Recreation and Parks, CA

ADA Transition Plan, Facility Condition Assessment, and Energy Audit

##### City of Napa, CA

ADA Transition Plan, Facility Condition Assessment, Barcoding

##### City of Rancho Cucamonga, CA

ADA Assessment & Transition Plan

##### City of Redmond, WA

ADA Assessment & Transition Plan

YEARS OF EXPERIENCE: 30+



#### Education

Building Materials Management, Northeast Iowa Community College

#### Certifications

Certified Access Specialist  
Accessibility Inspector/Plans Examiner



## JA'VONDRICK ORANGE

### ASSESSMENT TEAM

#### PROJECT EXPERIENCE:

##### City of El Segundo, CA

ADA Assessment & Transition Plan

##### City of Rancho Cucamonga, CA

ADA Assessment & Transition Plan

##### City of Kirkland, WA

ADA Assessment & Transition Plan

##### City of Irving, TX

ADA Assessment

##### Target Stores, CO

ADA Surveys

YEARS OF EXPERIENCE: 6



#### Certifications

Accessibility Inspector / Plans Examiner # 9531691





## RICK GREENLEE ASSESSMENT TEAM

### PROJECT EXPERIENCE:

#### **Town of Acton, MA**

ADA Assessment

#### **City of Wilmington, DE**

ADA Assessment

#### **Hayward Area Recreation & Parks, CA**

ADA Assessment

#### **Dekalb County, GA**

ADA Assessment

#### **Lake Worth, FL**

ADA Assessment

### YEARS OF EXPERIENCE: 30



### Education

Associate of Applied Science,



## JUSTIN VANG, CASP ASSESSMENT TEAM

### PROJECT EXPERIENCE:

#### **City of Aspen, CO**

FCA Assessment

#### **Kimco Shopping Centers, CA**

ADA Assessment

#### **Hertz Corporation, CA**

ADA Survey

#### **Walgreens, CA**

ADA Assessment

#### **Spokane Regional Health District, WA**

ADA Assessment

### YEARS OF EXPERIENCE: 5



### Education

Master of Science, Civil/Structural Engineering,  
California State University  
Bachelor of Science, Civil Engineering, University of

### Certifications

Certified Access Specialist | CA | CASp-845

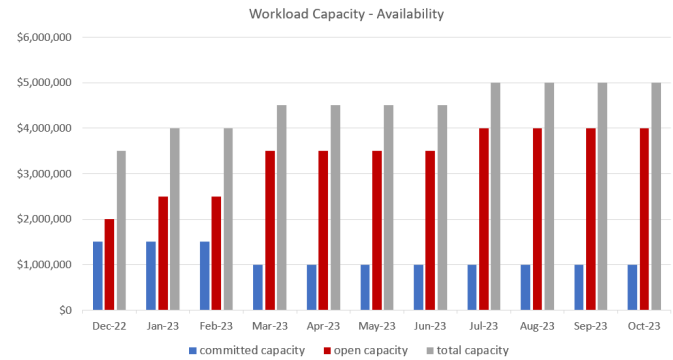
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## AVAILABILITY AND CAPACITY

Bureau Veritas has maintained itself as a viable, professional assessment services corporation. BVTA is fully staffed to manage any size project load, including simultaneous multiple site projects. Our field staff can provide a commitment of time suitable to the needs of the proposed Town's program. The proposed project would be a significant one for BVTA, and we have the in-house resources to fully staff this project without program disruption or cost impact.

Bureau Veritas has 700 staff and a dedicated Asset Management team. The regional team usually has approximately three to five concurrent assessment projects engaged that range from 400,000 SF to 1,000,000 SF. For example, currently we have three School Districts, one University, and three Municipal projects concurrently in progress. BVTA has a very scalable staff and can provide resources from one team to over ten teams on a project. We will not need a subcontractor for this project.

Availability and location of all key personnel is included in the chart below.



## PROJECT PERSONNEL

Key Personnel	Project Role	Years of Experience	Availability to Project	ADA Experience	Location
Leilani York	Project Executive	14	20%		WA
Michael Cuniff	Program Manager	22	80%		NC
Bryon Scott, ADAC	QA/QC	26	30%		NC
Brian Manternach, CASp	Energy Manager	30	100%		IA
Ja'Vondrick Orange	Assessment Team	6	100%		TX
Rick Greenlee	Assessment Team	30+	100%		NC
Justin Vang, CASp	Assessment Team	6	100%		CA



## 2. PROJECT APPROACH

## ADA TITLE II PROJECT APPROACH

### General Statement of Understanding

Bureau Veritas understands that it will provide consulting services to ensure the Town of Bennett (“Town”) complies with all aspects of the Americans with Disabilities Act (ADA), the Federal ADA Accessibility Guidelines (ADAAG), American Barriers Act (ABA), the Colorado Building Code, and local accessibility regulations with regards to its programs, and services, public buildings and facilities, exterior amenities, and paths of travel. The work will ultimately culminate in the production of an ADA Transition Plan, which will include a schedule of improvements necessary to meet the ADA, the State of Colorado, and local accessibility requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

### EXPERIENCE WITH STANDARDS AND GUIDELINES

Bureau Veritas has extensive experience and expertise with ADA Accessibility Standards, Public Rights-of-Way Accessibility Guidelines, and the Colorado Building Code, which are relevant to this project. Our assessors and management staff have project experience in multiple states and locales nationwide, and apply the 2010 ADA Standards for Accessible Design, the current ADA accessibility guidelines (ADAAG), and other state and local building codes as required by laws, statutes and ordinances. When prioritizing barrier removal, we will follow the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the Town of Bennett and by public survey results. Bureau Veritas is experienced with the application of the program access test defined in Title II 35.150(b), and understands that not all individual barriers must be removed, but the overall program must be made accessible.

### Proposed Project Approach

Bureau Veritas understands that we will provide consulting services to ensure that the Town of Bennett (“Town”) complies with all aspects of the Americans with Disabilities Act (ADA), the State of California, and local accessibility regulations with regards to its public buildings, programs, and services.

- The scope of the work, as defined by the Town of Bennett, includes:
- ADA Self Evaluation
  - Physical Assessment of Facilities and Sites
  - Accessibility Transition Plan
- Program Access and Policy Review
- One (1) Public Outreach Meeting

- Public Rights-of-Way (PROW) Evaluation: public sidewalks and curb ramps

The Town of BennettTown Bennett has requested services for:

- 13 public building facilitiesNUMBER facilities
- 10 recreation facilities: public parks, trails, and golf courses
- Public Rights of Way (PROW)
- 30 miles of sidewalks
- 220 curb ramps (approximation)

Bureau Veritas will complete the following:

- Conduct comprehensive accessibility assessment and inventory of facilities identified on the Buildings/Site list.
- Ensure compliance with applicable standards, regulations, and codes for accessibility
- Perform site visits to observe, document, and photograph specific conditions and modifications of facilities and components subject to federal, state, and local access requirements.
- Assessment of the content and location of the Town programs, services, policies, training and communication practices.
- Create public outreach to ensure public input into the transition planning process, including public meetings and public survey.
- Create criteria to prioritize facilities and/or categories of work to support a phased approach to implementation of the ADA Transition Plan.
- Establish order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.
- Prepare interim and final presentations of findings and recommendations to the Town.
- Deliver draft and final reports per protocol established by the Town.
- Maintain the electronic database the Town can use to track barrier removals as each is completed, which serves as a living Transition Plan.

### APPROACH

Bureau Veritas will conduct a kick-off meeting with the Town to define communication channels, define the scope of work, and to review the facility and program lists. Discussions will include recent and proposed capital improvements and available programs at each of the facilities. Bureau Veritas will note public use patterns and prioritization of the facilities and programs.

Prior to the kick-off meeting, Bureau Veritas will provide a pre-assessment questionnaire for each site and other

documentation. Documents requested, if readily available, are:

- Prior accessibility transition plans or self-evaluations
- Site plans / floor plans
- Identification of any/all historic structures
- Description of each facility's purpose
- As-built drawings (with dates of construction)
- Current reasonable accommodation policy
- Intersection / street / curb plans

The initial discussions with the Town staff will include the following elements:

- Roles and lines of communication between and within both the Town and Bureau Veritas.
- Protocols for interaction between all parties throughout the project: Contact information should include the office and cell numbers for a minimum of 2+ contacts with the appropriate Town staff and Bureau Veritas.
- Field assessment logistics: Normally, Bureau Veritas does not require escorts to perform the field assessments, except where escorts may be required within restricted areas. Outline areas of client's highest priority for any assessment to be completed during any training phases, likely complexity of assessment data processing, efficient workflow each day of the assessment, and Town requests.
- Facility mapping.
- Protocol for handling paths not clearly designated on the map, not collected due to construction, or otherwise deemed inaccessible. (PROW Survey)
- Strategies for connectivity between isolated urbanized areas. (PROW Survey)

Field schedules and facility management interviews will be conducted once the schedule is approved by the Town. Once the field schedule is approved, Bureau Veritas will deploy trained accessibility assessors with backgrounds in Landscape Architecture, Architecture, Engineering, and Building Systems for facility assessments. All field resources assigned have been professionally trained in accessibility assessments and have performed numerous assessments.

## Program Access and Policy Review

Bureau Veritas is experienced with the program access test defined in Title II 35.150(b), and realizes that not all amenities are required to be accessible. Bureau Veritas's goal is to assist the Town in providing the most economically viable improvements for its users. Through consultation with staff, stakeholder surveys and our field observations, Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

An assessment of the Town's programs will be performed.

The United States Department of Justice defines "programs" as the "programs, services and facilities" of a Title II entity. The current status of the Town's programs as defined by the DOJ will be evaluated through discussions with Town staff and a review of documentation. The goal mandated by Title II of the ADA is to ensure that individuals with disabilities are not excluded from services, programs, and activities because buildings are inaccessible or other assistance is not available. Steps needed to make programs accessible to disabled individuals will be detailed, such as, providing sign language interpreters to enable an individual with a disability to obtain the service, or providing benefits at an alternative accessible location in order to ensure that individuals with disabilities receive the benefits or services.

Bureau Veritas will meet with the designated representatives of the Town to gather information from the various departments regarding the access opportunities or problems which have arisen in the past. Bureau Veritas will evaluate the issues and experiences with respect to the provision of services to people with disabilities.

A program survey will address issues with respect to the delivery of accessible programs and services. A policy and program review provides a greater scope of information about structural changes required for barrier removal.

The list of public programs and methods of communication with the public has not been provided to Bureau Veritas as part of the Town's request for a proposal. As such, Bureau Veritas has limited the review of said programs and communications to sixty (60) man hours. Bureau Veritas will work with the Town to prioritize the review to those programs with the highest impact to the community.

It is possible that the program assessment will determine that providing full access to a given program, service or activity is simply not possible. In such a case, Bureau Veritas will work with the Town to determine if providing full access to the program would be an "undue financial and administrative burden." Determinations regarding a finding of an "undue financial and administrative burden" require specific documentation as set forth in the Title II regulations.

## Public Outreach

Community engagement is an essential part of creating a successful Transition Plan and Policy Procedure Guideline. BV will work with the Town to seek input from Staff, the general public, and the accessible community. This input is critical for understanding how facilities are actually being used and how to increase usability. Early engagement increases community awareness, engagement after the draft Transition Plan increases buy-in from the community, especially those advocating for accessibility.

The community engagement results and the Town’s ADA Compliance Team’s advice will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas has experience with public outreach, including public input to the transition plan. Public outreach must be conducted prior to development of the Transition Plan, in order to determine user priorities and program opinion. Bureau Veritas will arrange for and conduct a public outreach meeting for the community at large. Bureau Veritas will reach out to local disability rights and service organizations for their valuable community input.

Bureau Veritas’s goal is to assist the Town in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the Town’s ADA Compliance Team will be incorporated into the Transition Plan. Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

PUBLIC SURVEY RESULTS FOR CITY BUILDINGS					
FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5
Public Restrooms	60%	0%	40%	0%	0%
Accessible Seating	20%	30%	20%	20%	0%
Accessible Routes	20%	30%	10%	20%	20%
Entrances / Doorways	0%	10%	20%	40%	30%
Parking Accommodations	0%	10%	10%	40%	40%

Note: Highest percentages are highlighted. Percentages are rounded numbers.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the Town to post notice of the public meeting on the Town website.

### Optional: Review of Website Accessibility

The ADA applies to Title III public accommodations’ websites, regardless of whether there is a specific regulation or technical standard in the ADA standards.

In a 2018 letter to Congress regarding business owned websites, the Department of Justice (DOJ) noted, as it has in the past with other elements, spaces, or technologies for which there are no technical accessibility specifications, that the absence of a technical standard does not “serve as a basis for noncompliance” with the ADA’s general obligation to ensure equal access to goods and services. Rather, it means that public accommodations have “flexibility” in how to facilitate that access.

Existing website standards and guidelines can help web developers create and maintain accessible websites. DOJ has often referred to the Web Content Accessibility Guidelines (WCAG 2.0), developed by the Web Accessibility Initiative (WAI), as a way of measuring the accessibility of websites.

Bureau Veritas will analyze and evaluate the client’s website for accessible content, including use of the WAVE web accessibility evaluation tool or similar technology. Applying the current WCAG version (currently 2.1), Bureau Veritas will determine barriers to accessibility within the client’s website and present appropriate barrier removal.

### Facility Assessments

An experience accessibility field observer will visit each property to observe the general condition of the site, facility interior, facility exterior improvements, and review available documents in order to familiarize themselves with each site’s specific accessibility issues. Bureau Veritas will conduct a walk-through visit of each facility in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers.

As a part of the assessment process, Bureau Veritas will meet with a client representative in order to gain a clear understanding of the overall features and programs, property condition, and completion dates of additions and/or renovations, either on-site as part of the individual site assessment or at client offices reviewing the entire client inventory. Areas to be observed include all interior and exterior features of the property, including parking lots, amenities, sidewalk/pathways, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with Town representatives and Bureau Veritas’s vast experience gained on similar properties previously evaluated. The field observer may also question others who are knowledgeable of the property’s physical condition and operation, or of similar systems to gain comparative information to use in evaluation of the property.

The field observer will review documents and information provided by Town that could aid Bureau Veritas's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, which are the current ADA accessibility guidelines (ADAAG), as well as any more stringent accessibility standards defined by the State of Colorado and local accessibility codes.

The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera or an iPad with equivalent capability to evaluate existing elements to determine if barriers are present. The observer will identify and prioritize any existing improvements not in accordance with ADA, state, and local accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the Town and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms; and
- Removal of remaining barriers

The Bureau Veritas team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the Town. Bureau Veritas will identify existing non-compliant conditions, including but not limited to, the elements specified below (if applicable):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Work surfaces

- Entrances and exits
- Drinking fountains and water coolers
- Water closets
- Toilet stalls
- Urinals
- Lavatories and mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Storage
- Handrails, grab bars, and tub/shower seats
- Controls and operating mechanisms
- Alarms (visual, audible)
- Detectable warnings
- Signage (Braille, visual)
- Telephones
- Switches and outlets
- Seating and tables
- Assembly areas
- Parking
- Sidewalks and walkways
- Playgrounds and play areas
- Pools/aquatic facilities
- Recreational assets

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the Town, Bureau Veritas will discuss these solutions in advance with Town staff. Bureau Veritas will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the Town.

## **PRIORITY RANKING AND CLASSIFICATION**

The analysis will include all barriers to be ranked by Priority Classes. The five classes below are DOJ recommended but can be altered to meet your specifications and needs:

**Priority 1:** Accessible Approach and Entrances – An entity providing accommodation to the public is required to take measures to provide access to a place of public accommodation from public sidewalks, parking, or public transportation. These measures include, for example, installing an entrance ramp, correcting tripping hazards or lessening the slope of a



curb ramp. At least one route of travel to each amenity or feature should be safe and accessible for everyone, including people with disabilities.

**Priority 2:** Elements along the Accessible Route – Barriers which occur along the path of travel shall be removed, where such a barrier is easily accomplishable. Examples include moving items within reach range, widening doors, installing accessible door hardware, and removing high-pile carpeting.

**Priority 3:** Restroom Facilities – Barrier removal may include widening of toilet stalls, installation of grab bars, replacement of sinks and drinking fountains.

**Priority 4:** Access to All Other Features and Amenities – Measures are required to provide access to other areas. This priority is for items not required for basic access in the other three higher priorities.

**Priority 5:** Employee-Only Areas – Employee-only areas are designated as the lowest priority, as a method of placing public spaces as a higher priority for barrier removals.

the curb ramp. The barriers of each curb ramp or the lack of a curb ramp will be documented. BV will capture deficiency data for transit stops, signalized intersections, and unsignalized intersections, including access to pedestrian pushbuttons and the condition and presence of crosswalk markings.

The PROW survey will begin in those priority areas that received the highest rank and will then extend to the other areas which are part of the rights-of-way list. This evaluation will identify and record any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following:

- Assessment of the Pedestrian Right of Way (Sidewalks)
- Assessment of Curb Ramps
- Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections

### Public Rights of Way Assessment Process (PROWAP) Technology

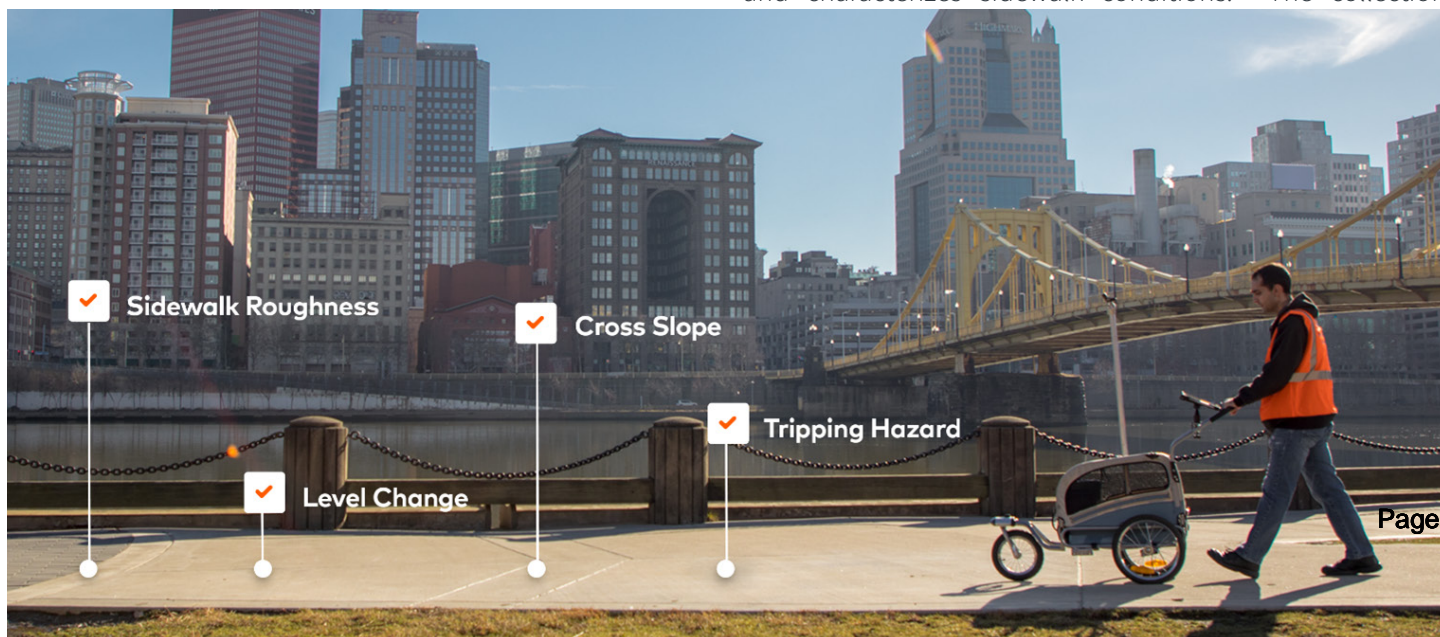
The BV team will utilize a proprietary PROWAP engineered by PathVu to efficiently and accurately assess the conditions that exist in the sidewalk environment within the Town's jurisdiction. An assessment coordinator utilizes pathMet, a pushcart system, along each sidewalk corridor, which systematically evaluates the sidewalk surface and environment for compliance with state and federal accessibility standards. The system automates the process of discovering and documenting changes in level, horizontal openings, upheavals, or other pathway events that may pose a barrier or potential hazard in the sidewalk environment. The PROWAP system provides spatial information about the features discovered, including GPS data, a digital image, and the distance along the stroll path. BV is able to provide an objective high-resolution data that inventories and characterizes sidewalk conditions. The collection

## Public Rights-of-Way Evaluation

Prior to initiating the public right-of-way portions of the contract, Bureau Veritas (BV) will confirm the list of sidewalks, streets and curb cuts that will be analyzed.

BV will systematically survey the sidewalk and street crossing surface environment for compliance with state, local, and Federal accessibility standards. BV will document changes in level, horizontal openings, upheavals, and other pathway events that may pose a barrier or potential hazard in the sidewalk and street crossing environment. Any major impediments and obstructions will be recorded.

BV will measure the grade and cross slope of each element of





device is engineered to meet ASTM standard E3028 with the output providing a route accessibility index allowing for prioritization based upon the customer’s needs. Data collection for curb ramps is also effectively streamlined by use of the curbMet tool. The curb ramp data collection tool is used to measure the grade and cross slope of each element of the curb ramp. Once the dimension measurement portion of the curb ramp assessment is finished, the entire assessment is complete, the data output is analyzed and indexed based on the customer’s needs.

**PROW Deliverable**

The sidewalk data collected is integrated, along with various 3rd party data, into the pathVu data analytics platform and is processed to provide a characterization of a span of the sidewalk. Condition, grade, and curb ramp information are all combined to provide a comprehensive view of a walkability network and enables engineering firms and municipalities can use to prioritize and spec the sidewalk repairs and upgrades. Reports from both data collection tools are combined and presented to the customer in GIS and Shapefiles.



- The sidewalk and street crossing reports will include the following:
- Conversion of field data into the agreed upon format for import and use by the Town.
  - Spreadsheet data in Microsoft Excel format that contains a worksheet with the collected data for each feature type assessed, as well as a worksheet that contains the best path of travel data.
  - Relatable tables (including GPS coordinates) in a file that contain the results of the assessment.

**Transition Plan**

The field assessment data and costs, programs assessment, and the public rights-of-way data and costs will be brought together in one document to form the Transition Plan. Once

the assessments of the programs, buildings, facilities, and parks are complete, data will be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

Solutions will be discussed with Town staff and presented to stakeholders, as needed. Once all facility assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations.

- The Transition Plan process comprises the following components:
- Identification of physical and programmatic barriers in facilities under the Town’s jurisdiction.
  - Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier or discriminatory practice.
  - Assignment of priority level to the barrier removal.
  - Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.

Within the Transition Plan, Bureau Veritas notes work that shall remove physical and programmatic barriers in existing facilities, and communication barriers structural in nature, where such removal is able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the Town to achieve accessibility compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

Results of the initial public outreach and the advice of the Town’s ADA Compliance Team will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas will meet with the ADA Compliance Team to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation to the community.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of

of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the Town to post notice of the public meeting on the Town website. Following the public meeting, Bureau Veritas will meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the Town. Regular maintenance or rehabilitation projects and that accessibility projects are blended into other scheduled work, when possible.

Following the review and inclusion of public comments in the Transition Plan, Bureau Veritas will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. Bureau Veritas will present the Final Transition Plan to the Town at a scheduled meeting. Along with the Transition Plan and a summary, Bureau Veritas will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the Town.

## Deliverables

The deliverables are:

- Facility ADA Assessments- individual facility reports
- Public Rights-of-way Assessments- individual rights-of-way reports
- Program Access and Policy Review - Optional
- Public Outreach Meetings (2) and Public Survey
- Transition Plan

The facility assessment and program assessment reports are provided in electronic format and are typically represented in three formats:

- Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of exterior barriers.
- Excel® spreadsheet with code references, existing conditions, barrier resolution, and cost data.
- Cloud-based database ADA AssetCALC™.

Bureau Veritas will provide an ADA report for each facility assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable ADAAG/state/local code reference, viable corrective action, priority,

and order of magnitude (pre-planning level) cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by individual facility. Each report will include an executive summary, including a summary cost table identifying the estimated cost to correct each facility.

The Public Rights-of-Way (PROW) reports will be provided with all of the collected and derived data in a spreadsheet format compatible with Microsoft Excel and as a file geodatabase that is compatible with GIS products. The PROW data is separated into two primary data sets; the Segment Data that contains surface information, and the Feature Data.

Line data and point data can be spatially displayed via the GPS information recorded for the stations and features they contain. Segment Summary data is a table of information about each segment that is derived from the collected data. Feature data is separated into three different tables. The first is the spatial feature summary that contains the spatial location and type information for each feature collected. The second feature is a table created for each individual feature type collected contain the specific attribute data for that feature type. The third table is the compliance table that derives the compliance of each feature based on a series of queries comparing the collected data and the minimum requirements of the Draft Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). Both the feature data and compliance data can be joined or related to the spatial feature summary table via a unique ID that the PROW software generates.

Bureau Veritas will use our web-based database, ADA AssetCALC™ for the facility assessments, and for components of the Transition Plan. ADA AssetCALC™ will provide the Town with the ability to generate cost tables for all facilities, or for each individual facility. Similar types of barriers can be queried within the ADA AssetCALC™ database across all facilities, with the resulting ability to improve purchasing and contracting power. Barriers can be ranked by priority for removal. Photos will be uploaded to ADA AssetCALC™ to be viewed as a photo log or individually, when reviewing a specific barrier. Bureau Veritas will provide a Transition Plan, which will include the program access report, presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format. Bureau Veritas will provide an electronic draft of the reports for review, including text, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all Town comments have been addressed.

## Data Management Solution - ADA AssetCALC™ Software

Bureau Veritas is providing access, at no additional charge, to ADA AssetCALC™ for a period of one year. This platform streamlines the Capital Planning and ADA Transition Planning process by compiling funding requirements for barriers and creating budget models based on project priority, life cycle maintenance, and repair requirements.

The Town is not required to utilize this software as we will provide hardcopy reports and we can export the data to Excel and Word formats. We have included ADA AssetCALC™ licenses for one (1) year with unlimited users. If the Town wishes to use the software after the initial year, the annual license fee will be \$3,500.

ADA AssetCALC™ is a web-based SQL database platform that enables users to query, edit, and analyze their facility accessibility and condition data to plan immediate and short-term barrier repairs, and budget capital expenditures throughout the lifecycle of a single building or an entire portfolio. The system unites Bureau Veritas' experienced field data collection methods with advanced planning and reporting tools, construction cost library, location mapping features, digital photo management, and document storage. ADA AssetCALC™ will provide the Town with the ability to list, prioritize, query, and track deficiencies recorded through the Self-Assessment Process. It is easy to use, and populated with accessibility requirements pertinent to the Town. Bureau Veritas recognizes that budgets change and the Transition Plan must be able to account for unplanned occurrences. ADA AssetCALC™ provides a process to complete work on those barriers that have been corrected over time. Reports can be queried instantaneously to reflect the barriers corrected. ADA AssetCALC™ provides the ability to track progress over time.

Prior to populating the database, Bureau Veritas will work with the Town to establish required attributes and data points associated with each asset. This will include a discussion of the relative priority of the asset requiring barrier removal. This will include all Town physical assets and will be grouped in a hierarchy based on site location, asset group, and function.

Bureau Veritas will utilize ADA AssetCALC™ to track physical accessibility needs associated with the Implementation/Transition Plan. The database contains a capital planning and transition planning module in which accessibility construction projects may be established, including barrier removal priorities. It will provide the Town with a consolidated database of capital projects related to barrier removal. Capabilities of ADA AssetCALC™ include, but are not limited to:



- Microsoft.net web-enabled software
- Customizable fields, groupings, and reporting
- Reports, charts and graphs to forecast capital needs for individual buildings and construction projects
- Progress reports and tracking of the corrective measure progress
- Capital budget planning tools to assign and track progress over fiscal years
- Corrective action work completed/progress complete
- Access to the observed site conditions of barriers with photographs and GPS positions of exterior barriers
- Updateable cost library makes budgets more accurate over time
- Customizable priority framework and search tools to help decision makers
- Export tools to take data to other applications, including Microsoft Excel
- Repository for storing and searching documents related to buildings and component
- ADA compliance library to plan and track accessibility improvements
- Administrative tools for managing user access

ADA AssetCALC™ reporting can include GPS coordinates for locations of each exterior barrier on a satellite map. Bureau Veritas, in conjunction with Google Earth imaging, provides the most recent satellite mapping. Each exterior barrier is indicated by its own GPS marker.

Screenshots and a live demonstration are available upon request.

Bayview Park > Accessibility Observations

Save Cancel

Assembly:	Baseball/Softball Field		
Type:	Bleacher Seating		
ADAAG#:	221; 802.2; 802.3		
Detail:	The required number of wheelchair spaces is not provided at the bleacher seating for the ballfield.		
Area:	Baseball/ Softball Fields		
Location:	Baseball/Softball Field		
Observed:	5/26/2011	by	BAHamrick (use MM/DD/YYYY for the date)
Resolution:	Provide wheelchair spaces at the bleacher seating to comply with Table 221.2.1.1. Provide at least one wheelchair space per side. Wheelchair spaces shall not have slopes steeper than 1:48. A single wheelchair space shall be 36" wide minimum. Where two or more wheelchair spaces are provided, each wheelchair space shall be 33" wide minimum. Where a wheelchair space can be entered from the front or rear, the wheelchair space shall be 48" deep minimum. Where a wheelchair space can be entered only from the side, the wheelchair space shall be 60" deep minimum. Each wheelchair space shall adjoin an accessible route. Accessible routes shall not overlap		
Site Conditions:	Two sets of bleachers are provided at the playing field; however wheelchair spaces are not provided.		
Quantity:	40	SF	
Unit Cost:	\$ 4.37		
Total:			
Priority:	- 4 -		
Photos:	<div>  <div> <a href="#">View full size</a>  <a href="#">Delete</a>  <a href="#">Make Default Photo</a> </div> </div> <div>  <div> <a href="#">View full size</a>  <a href="#">Delete</a>  <a href="#">Make Default Photo</a> </div> </div> <div> <div>Browse...</div> <div>Browse...</div> </div>		



## Interactive GPS map with numbered icons

All Facilities
Adams Plaza - SMAQ1730

Overview
Accessibility
Photos
Documents

Re-number Map Markers
Reset Map

Icon	Address	Building	Description	Latitude	Longitude
1	17291	BUILDING 1	The parking space is less than 96" wide.	42.253865	-71.027726
2	17306	BUILDING 1	The access aisle is less than 60" wide	42.253774	-71.027597
4	17308	BUILDING 1	MASSACHUSETTS: Signage is not provided at the van accessible space.	42.253771	-71.027575
7	17311	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253868	-71.027694
8	17312	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253692	-71.027635

## Work Completed/Verified Report

Marian Road - Sitework - General (Marian Rd.)										
Obs#	Observation	Location	UFAS Ref#	Qty	Unit	Unit Cost	Total	Reported Complete	Verified	Verification Comments
3-8	ADA - Parking stalls and access aisles require re-leveling to meet UFAS guideline	Front of building	4.7.5: 4.6	1	ea	\$3,998	\$3,998	<input type="checkbox"/>	<input type="checkbox"/>	
9-10	ADA-Install new curb cut (concrete sidewalk)	Front of building	4.7.5	1	ea	\$1,561	\$1,561	<input type="checkbox"/>	<input type="checkbox"/>	
1	ADA-Submit waiver to HUD for variance			1	ls	\$0	\$0	<input type="checkbox"/>	<input type="checkbox"/>	
2	ADA-Submit waiver to HUD for variance	The concrete sidewalk is on the East front side of the property and runs straight up the hill to the exterior parking of the building.	4.3.8: 4.5.2: 4.3.2(1).	1	ls	\$0	\$0	<input type="checkbox"/>	<input type="checkbox"/>	
12	Replace damaged concrete	The sidewalk is located off of the third floor solarium in the outside sitting area.	4.5.2	8	lf	\$496	\$3,968	<input type="checkbox"/>	<input type="checkbox"/>	
Sitework Percent Reported Complete/Verified:								0.00 %	0.00 %	
Sitework Total:								\$9,527		
Marian Road Percent Reported Complete/Verified:								0.00 %	0.00 %	
Marian Road Grand Total:								\$9,527		

The ADA AssetCALC™ cost estimating database is based on both Whitestone Research and RS Means data, and further customized with proprietary cost tables developed by Bureau Veritas, based on historical and localized actual costs. Bureau Veritas maintains and updates the cost estimating system with information received from the field. Through ADA project management and construction monitoring work, Bureau Veritas has current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows Bureau Veritas to calculate costs based on local conditions to maintain a cost database that is typically more current than Whitestone Research and RS Means' models.

Typically, barrier removal planning level cost estimates are based upon the removal of the specific element, for example,

a parking stall or curb ramp. In some site-specific instances, barrier removal may affect an area beyond the specific location of the barrier. Grading plans based on field surveys using land surveyor instrumentation, or architectural plans requiring wall relocation could result in significantly different material quantities and subsequent higher project costs. The database contains standardized order of magnitude cost estimates for barrier removal for use in prioritizing the work in the Transition Plan. At the implementation stage, it is anticipated a detailed specification will be prepared and bids will be generated to establish planning level costs. ADA AssetCALC™ cost estimates are pre-planning level, order of magnitude barrier removal cost estimates. Cost tables will be provided for each facility/site.



### **3. PROJECT DESCRIPTIONS AND REFERENCES**

## RELEVANT EXPERIENCE

BVTA has proven relevant experience with the codes and regulations applicable to the Town's project. BVTA's history of successful performance demonstrates a competency in the following code/regulatory areas:

- 2010 ADA Standards for Accessible Design
- ADAAG / ABA / UFAS
- 2009 ICC/ANSI A117.1
- Local Building Codes
- ADA/504 Compliance
- PROWAG
- BOCA (Certified Inspectors on staff)
- NFPA
- AHERA
- USEPA Standards
- OSHA Codes and Regulations
- ASHRAE Standards related to Indoor Air Quality and Design

Projects completed by BVTA similar in scope to the Town's project are as follows:

CLIENT	STATE	SERVICES	YEAR COMPLETED
City of Rancho Cucamonga	CA	ADA Transition Plan	Ongoing
City of Tracy	CA	ADA Transition Plan	Ongoing
San Bernardino County Transportation Authority	CA	PROW ADA Study	Ongoing
City of Industry	CA	ADA PROW Assessment	Ongoing
City of Humboldt	CA	CASp Study	2021
Judicial Courts of California	CA	CASp Study	2021
State of Washington Parks & Recreation	WA	ADA Transition Plan	2021
City of Napa	CA	ADA Assessment	2021
City of Temecula	CA	FCA with Inventory	2021
City of Pomona	CA	ADA Transition Plan	2020
City of Seal Beach	CA	ADA Transition Plan	2020
City of Redmond	WA	ADA Assessment	2020
City of Lexington	NC	ADA Assessment	2020
State of Hawaii	HI	ADA Study	2019
University of Nevada, Reno	NV	ADA Assessment	2019
Hayward Recreation and Park District	CA	ADA Assessment	2019
City of El Segundo	CA	FCA and ADA Assessment	2019
City of Garden Grove	CA	FCA and ADA Assessment	2019
City of Brea	CA	FCA and ADA Assessment	2019
Town of Acton	MA	ADA Assessment	2018
Town of Revere	MA	ADA Assessment	2018
City of Rockville	MD	ADA Assessment	2018
New Hanover County	NC	FCA and ADA Assessment	2018
Kimco	Nationwide	FCA and ADA Assessment	2018
City of Wilmington	DE	ADA Assessment	2018
MetroParks of the Toledo Area	OH	FCA and ADA Assessment	2017
Arlington County	VA	ADA Assessment	2017
City of Orange	CA	FCA and ADA Assessment	2016
City of Monterey	CA	CASp Study	2016
Ambrose Parks and Recreation District	CA	ADA Assessment	2016



**BUREAU  
VERITAS**

## PROJECT PROFILE

# CITY OF TRACY

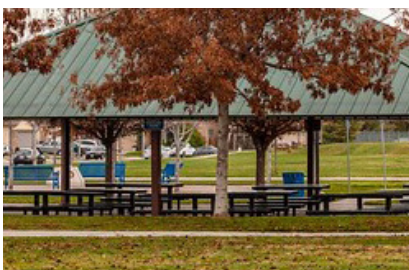
## ADA ASSESSMENT & TRANSITION PLAN

Bureau Veritas Technical Assessments (BVTA)\* under the management of CASp consultants performed comprehensive accessibility assessment and inventory of City parks and their respective facilities.

During the site visits we observed, documented, and photographed specific conditions and modifications of parks, restrooms, and components subject to federal, state, and local access requirements. The assessment was completed to the requirements outlined in the 2010 Standards for Accessible Design, and identified barriers related to mobility, ambulatory, visual, and hearing. The BVTA team developed a methodology for collecting all facility data addressing concerns of non-compliance, condition, and future facility and operational needs.

Each facility report included a database of findings with a detailed description of each deficiency. The report was organized to include a narrative description of the deficiency, applicable guidance, viable corrective action, location description, and a color photo of the recorded deficiency. BVTA established order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.

The identified barriers to accessibility are being accumulated and used to create a Transition Plan for the City to use to remediate the barriers to bring the facilities into compliance. BVTA held two public outreach meetings and a public survey to solicit public comment to incorporate into the Transition Plan. The Transition Plan outlines in detail the steps needed to achieve accessibility compliance, and provides a prioritized schedule for work that would take over a year to complete. Our scope also included maintaining an electronic database that the City can use to track barrier removals as each is completed.



\*Bureau Veritas Technical Assessments LLC was formerly known as EMG.

### LOCATION

Tracy, CA

### SERVICE

ADA Assessment  
Transition Plan

### SIZE

206 Acres  
71 Parks & Facilities

### FACILITY TYPE

Parks  
Recreational Facilities

### COMPLETION

2020

### REFERENCE

Kevin Jorgensen CBO, CFM, CASp,  
Chief Building Official  
City of Tracy  
333 Civic Center Plaza  
Tracy, California 95376  
(209) 831-6400 office  
(209) 831-6415 direct  
[kevin.jorgensen@cityoftracy.org](mailto:kevin.jorgensen@cityoftracy.org)



**BUREAU  
VERITAS**

## PROJECT PROFILE

# CITY OF RANCHO CUCAMONGA

## ADA ASSESSMENT & TRANSITION PLAN

Bureau Veritas Technical Assessments LLC (BVTA) worked with Owen Group to perform ADA Title III assessments for the City of Rancho Cucamonga. The facilities assessed included 7 fire stations, police facilities, 31 parks, 100 miles of bike paths and trails, sports and recreation facilities, community and senior centers, public libraries, an animal shelter, and support facilities. The project scope also included the assessment of public rights-of-way (PROW): 13.5 miles of sidewalk, 3,000 curb ramps, 207 traffic signals, and 1,200 parking stalls.

The goal of the assessment was to define the City's ADA deficiencies and develop a transition plan to bring the City's facilities into compliance with Federal ADA regulations.

The assessment team developed a methodology for collecting facility data addressing such concerns as non-compliance, condition, and future facility management and operational needs. The team compiled a comprehensive inventory of City buildings, noting such attributes as description, size, condition, code, and ADA compliance.

The team provided a report detailing the findings at each facility, a database of the findings, and recommended a transition plan to implement over the next 10 years. Each report and database included a detailed description of each deficiency. The report was organized to include a narrative description of the deficiencies, applicable guidelines, viable corrective action, location description, and color digital photos of all recorded deficiencies.

This evaluation of PROW identified and recorded any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following:

- Assessment of the Pedestrian Right-of-Way (Sidewalks)
- Assessment of Curb Ramps
- Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections

### LOCATION

Rancho Cucamonga, CA

### SERVICE

ADA Assessment  
ADA Transition Plan

### SIZE

554,063 SF  
53 Facilities  
13.5 miles of Sidewalk  
3,000 Curb Ramps

### FACILITY TYPE

Parks & Trails  
Sports Centers, AAA Ballpark  
Community & Senior Centers  
Libraries  
Fire Stations & Police Facilities  
Corp Yard & Support Facilities  
Public Rights-of-Way

### COMPLETION

Ongoing (2021)

### REFERENCE

City of Rancho Cucamonga  
Ty Quaintance  
Facilities Superintendent  
(909) 774-4102 x4148  
Ty.quaintance@cityofrc.us





**BUREAU  
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## PROJECT PROFILE

# CITY OF LEXINGTON, NC

## ADA ASSESSMENT & TRANSITION PLAN

Bureau Veritas (BVTA) provided an ADA assessment of all City-owned facilities and properties including parks, police station, fire stations, utility service buildings, city operations buildings, and public rights-of-way (PROW). The goal of the self-assessment was to identify and define barriers to accessibility. The assessment was completed to the requirements outlined in the 2010 Standards for Accessible Design, and identified barriers related to mobility, ambulatory, visual, and hearing.

The BVTA team developed a methodology for collecting all facility data addressing concerns of non-compliance, condition and future facility and operational needs. BVTA utilized a third-party tool to gather critical public right of way data that included 24 miles of sidewalk. The PROW data was presented to the City in GIS with Shapefile format.

The identified barriers to accessibility were accumulated and were used to create a Transition Plan for the City to use to remediate the barriers to bring the City into compliance with Federal ADA regulations.

Each facility report included a database of findings with a detailed description of each deficiency. The report was organized to include a narrative description of the deficiency, applicable guidance, viable corrective action, location description, and a color digital photo of the recorded deficiency. BVTA populated all the data into AssetCALC™, a web-based system with features including the ability to rank and prioritize deficiencies, create reports by asset priority, assign data to corrective action and view progress of completed work at any given time.



### LOCATION

Lexington, NC

### SERVICE

ADA Assessment  
ADA Transition Plan

### SIZE

281,183 SF  
18 Parks  
27 Facilities

### FACILITY TYPE

Parks  
Recreation Facilities  
City Hall  
Fire & Police Stations  
Public Utility Buildings  
Administration Buildings  
Public Rights-of-Way

### COMPLETION

2020

### REFERENCE

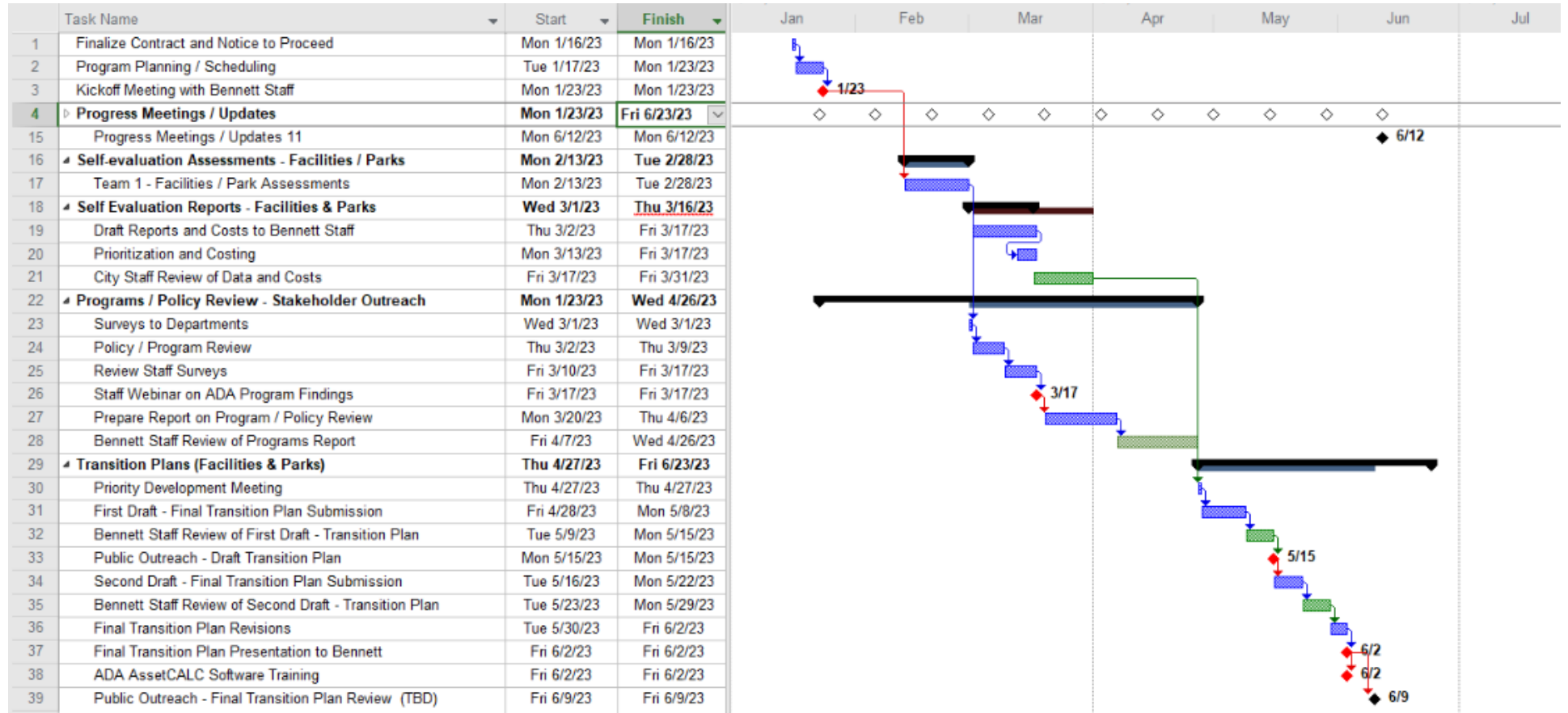
Susan Nunn  
City of Lexington  
711 South Talbert Boulevard  
Lexington, NC 27292  
(336) 248-3955  
senunn@lexingtonnc.gov



# 4. SCHEDULE

## SCHEDULE

Our proposed schedule is included below. It is open to negotiation between the Town of Bennett and BVTA.



## 5. SCHEDULE OF VALUES

## PRICING

The following fees include all costs associated with travel, lodging, car rental, food, tools, equipment, and all other miscellaneous expenses applicable to the work related to this project.

SERVICES	FEE (Fixed Price)
ADA Assessment and Transition Plan	\$131,813.97

## HOURLY RATES

Team Role	Hourly Rate (\$)
Project Executive	\$190.00
Program Manager	\$140.00
Project Manager I (PE/RA)	\$120.00
Project Manager II (PE/RA)	\$130.00
Quality Control Manager	\$135.00
Technical Report Reviewer	\$115.00
Administrative	\$80.00

BV will submit a monthly invoice inclusive of all services performed during that period. The per site fee will be established per the schedule of values provided at the program kick-off, and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Completion of onsite assessments: 50% of per site fee  
 Delivery of Draft Reports: 45% of per site fee  
 Delivery of Final Reports: 5% of per site fee

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact BV-invoicing@BVNA.com to pay via credit card or to receive wiring instructions. Please ensure that BV Proposal or invoice number is clearly identified on all payments and correspondence for proper credit.

Please submit all draft comments to BV within 60 days of draft delivery. Unless otherwise communicated, BV will consider all drafts approved for finalization after 60 days, and the remaining balance due will be invoiced.

# 6. SIGNED COVER PAGE

## REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** 10/10/2022  
**Project Number:** 22-016  
**RFP Title:** ADA Self Evaluation and Transition Plan  
**Proposals Due:** November 29, 2022  
 Geri Scheidt, [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)  
 Town Hall, 207 Muegge Way, Bennett, CO 80102


**For Additional Information Please Contact:** Geri Scheidt, Town Safety Officer  
 (303) 644-3249, x1004  
 Email: [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)

**Documents Included in This Package:** RFP Cover Sheet  
 Project Background and Specifications  
 RFP Instructions  
 Terms and Conditions  
 Special Terms and Conditions  
 Pricing Form  
 Submission Form  
 Substitute Form W-9  
 Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

## PRINT OR TYPE YOUR INFORMATION

Name of Company: Bureau Veritas Technical Assessments LLC Fax: (410) 785-6220  
 Address: 10461 Mill Run Cir #1100 City/State: MD Zip: 21117  
 Contact Person: Leilani York Title: Associate Vice President Phone: 800.733.0660, ext. 7297936  
 Authorized Representative's Signature:  Phone: 800.733.0660, ext. 7297936  
 Printed Name: Leilani York Title: Associate Vice President Date: 11/14/2022  
 Email Address: [Leilani.York@bureauveritas.com](mailto:Leilani.York@bureauveritas.com)



# 7. PRICING FORM

## PRICING FORM

### PRICING FORM

#### PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Kick-off meeting to discuss project goals & objectives		\$2,480.00
2			Evaluation of Town policies, practices for accessibility		\$18,860.00
3			Develop public outreach plan for stakeholders		\$3,120.00
4			Conduct evaluation of all relevant public facilities		\$49,188.97
5			Develop Self Evaluation & Transition Plan		\$17,280.00
6			Provide management, monitoring & tracking tools		\$33,845.00
7			Presentation to Town Board adoption of ADA Self Evaluation & Transition Plan		\$3,120.00
8			Follow up meetings with Town staff		\$3,920.00
9					
10					
Total					\$131,813.97

**Not to Exceed Total:** \$131,813.97

#### Binding Proposal

By providing a response to this RFP, Proposers are bound to providing the proposed goods/services at the costs and rates quoted in their proposal for the length of the award period.

# 8. SUBMISSION FORM

### SUBMISSION FORM

---

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

Attn: Geri Scheidt  
Town Safety Officer  
RFP: 22-016 ADA Self Evaluation and Transition Plan

Does your proposal comply with all the terms and conditions? If no, indicate exceptions (YES ) / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions (YES ) / NO

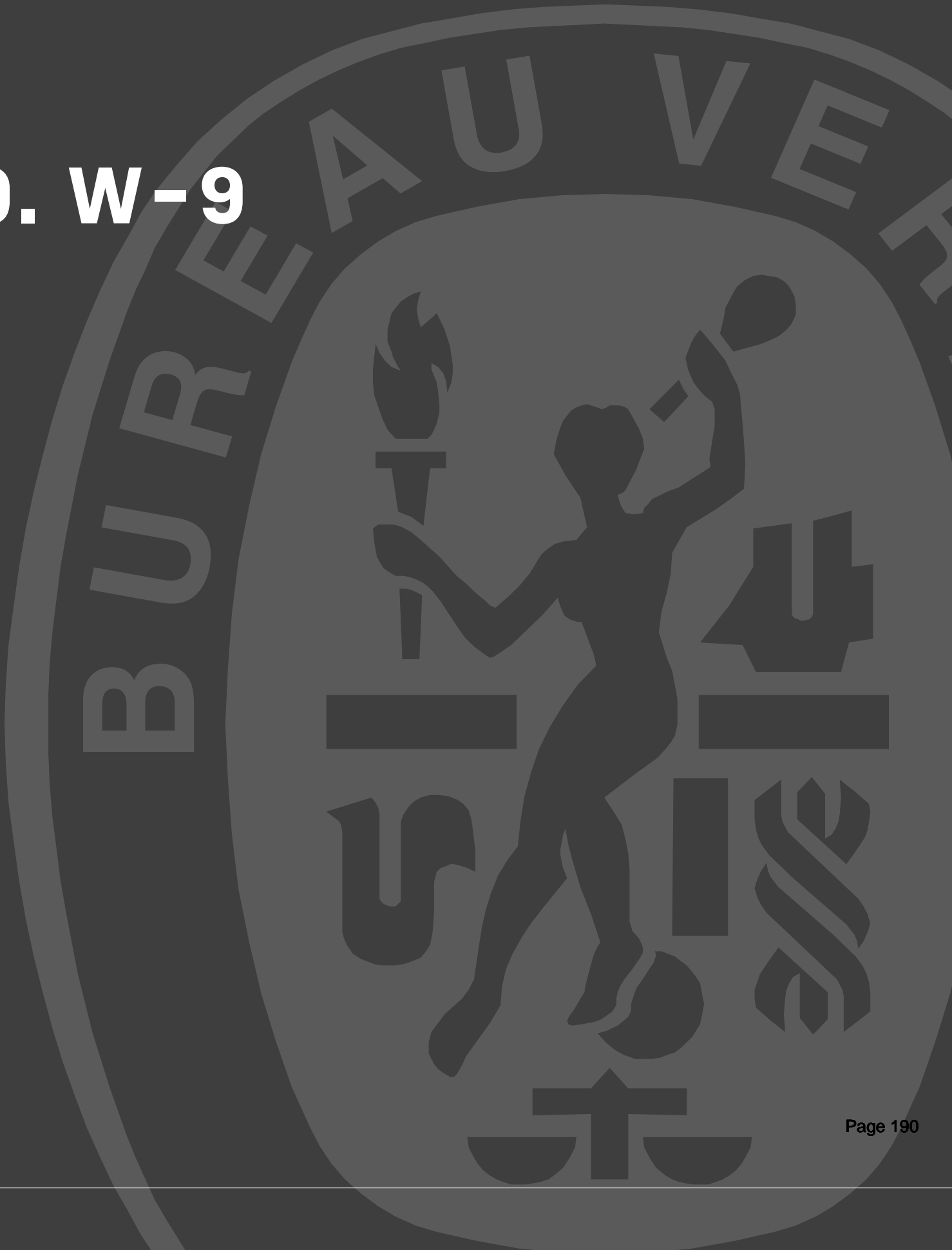
State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \$131,813.97

State total bid price with discount \_\_\_\_\_

**The Town of Bennett must have on file a completed W-9 prior to do business with Contractors. Please submit the attached form with your Proposal.**

# 9. W-9



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Bureau Veritas Technical Assessments LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**10461 Mill Run Circle Suite 1100**

**6** City, state, and ZIP code  
**Owings Mills, MD 21117**

**7** List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

OR

**Employer identification number**

**0 2 - 0 6 5 5 9 9 7**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► *KIF* Date ► *1/1/2022*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





TOWN OF BENNETT

# ADA SELF EVALUATION AND TRANSITION PLAN

RFP 22-016 | NOVEMBER 29, 2022



November 29, 2022

Geri Scheidt  
Town of Bennett  
207 Muegge Way  
Bennett, CO 80102-7806

**RE: RFP No. 22-106 | Town of Bennett ADA Self Evaluation and Transition Plan**

Dear Ms. Scheidt and Members of the Selection Committee:

**Benesch** is excited for the opportunity to provide ADA Transition Plan services to the Town of Bennett. Aside from ADA Transition Plans, Benesch has helped many local and state public agencies navigate other facets of the ADA, earning our team a deep understanding of its many nuances and a reputation as a “go-to” team in this technical service area. Given our expertise, Benesch looks forward to guiding the Town in updating and implementing a compliance plan that seamlessly meets the Town’s current needs and the requirements of the ADA.



**ADA Experience and Improvement Success** | For public ROW facilities, we have assessed, designed or inspected construction on over 30,000 curb ramps and thousands of miles of sidewalk, entrances and pedestrian facilities for local and state agencies. Our team has an excellent understanding and application experience of the ADA for various facilities that may be the Town’s responsibility and need evaluation.



**Scalable Solutions** | Benesch has created and updated ADA Transition Plans for a variety of clients across the Denver metro area. We have worked with cities and counties of all sizes and have successfully scaled our approach and deliverables to each client depending on their requirements, budget and service area. **We understand the needs of a small community will be different than those of a large Denver suburb, and we are confident we can tailor our process to meet the Town’s needs.**



**Common Sense Approach, Actionable Recommendations** | Our approach is proven, efficient and context-sensitive. We have a successful track record of helping other agencies along the Front Range develop and implement their Transition Plans. Our experience is combined with an in-depth understanding of requirements and proven means and methods for constructing or modifying pedestrian facilities to comply with the ADA as well as modifying programs and creating policies to improve accessibility across Town services. **We know what is needed (and what isn’t) to evaluate, plan, design, bid and build compliant public pedestrian facilities and also how to stretch funding without compromising compliance.**

We look forward to your consideration and are confident we bring the experience, knowledge and commitment to meet and exceed the expectations of the Town for these services. Please feel free to contact us with any questions you may have.

Sincerely,



**Travis Greiman, PE**  
Project Manager  
P: 720-473-7560  
E: tgreiman@benesch.com



**Jess Hastings, PE**  
Principal-in-Charge / Sr. Vice President  
P: 303-345-7929  
E: jhastings@benesch.com



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## Statement of Qualifications

### FIRM PROFILE

Benesch is a multi-disciplined engineering and professional services firm. Roads, bridges, schools, parks and airports are just a few examples of where you can find our work. We enhance infrastructure and communities across the country – creating spaces and providing connections in ways that make a difference. Since 1946, Benesch has successfully completed thousands of planning, design and engineering projects throughout the United States.

In Colorado, we have been meeting the consulting needs of clients along the Front Range for the last five decades. We have established trusted relationships with local and state agencies throughout Colorado. Our Denver office has a talented pool of over 50 professional engineers, designers, construction managers, inspectors, hydrologists, geologists and project managers. Benesch is a Corporation, privately held and employee owned. Benesch plans on performing all services for this contract out of our Denver office.



**Principal Place of Business:**  
**Colorado Office**  
 7979 E. Tufts Avenue, Suite 800  
 Denver, CO 80237

**Year Established:** 1946  
 (76 Years in Business)

**Type of Ownership:**  
 Corporation



### Benesch Commitment

Our commitment is to serve as an extension of the Town of Bennett and offer the necessary resources to meet project goals by providing an accessible and experienced team that quickly responds to issues, offers unmatched expertise and insight, and provides exceptional depth.

Benesch offers the support of a nationwide engineering firm with the local staff, commitment and responsiveness that the Town needs from its engineering consultant.

### BENESCH DIFFERENTIATORS

Our services range from initial planning and feasibility studies through construction management. Benesch has extensive experience with ADA compliance on pedestrian facilities within the public ROW and facilities. We have assisted cities and agencies with ADA consulting throughout the country including here in Colorado. As part of self-evaluations, our team has performed numerous accessibility evaluations on various types of buildings as well as accessibility seminars and training.

#### Proven Team

**Travis Greiman and Jess Hastings** have a successful track record of completing projects on time and within budget. They are currently delivering projects similar to this scope of work for the Cities of Thornton, Westminster and Salida.

#### Common Sense Approach

Through past experience, we know what is needed to evaluate, plan, design, bid, and build compliant public pedestrian facilities and also how to stretch funding without compromising compliance. We won't just deliver a spreadsheet with tens of thousands of deficiencies. We will also provide the Town guidance on how to remove barriers over time and how to strengthen existing programs to progress the Town toward overall ADA compliance.

#### ADA Compliance and Regulation Knowledge

Through our extensive experience, our team can confidently assess and implement a practical plan to configure improvements to achieve compliance. We understand the non-technical aspects needed to successfully comply with the ADA including training, stakeholder involvement and quality control and assurance to monitor the progress of the program.

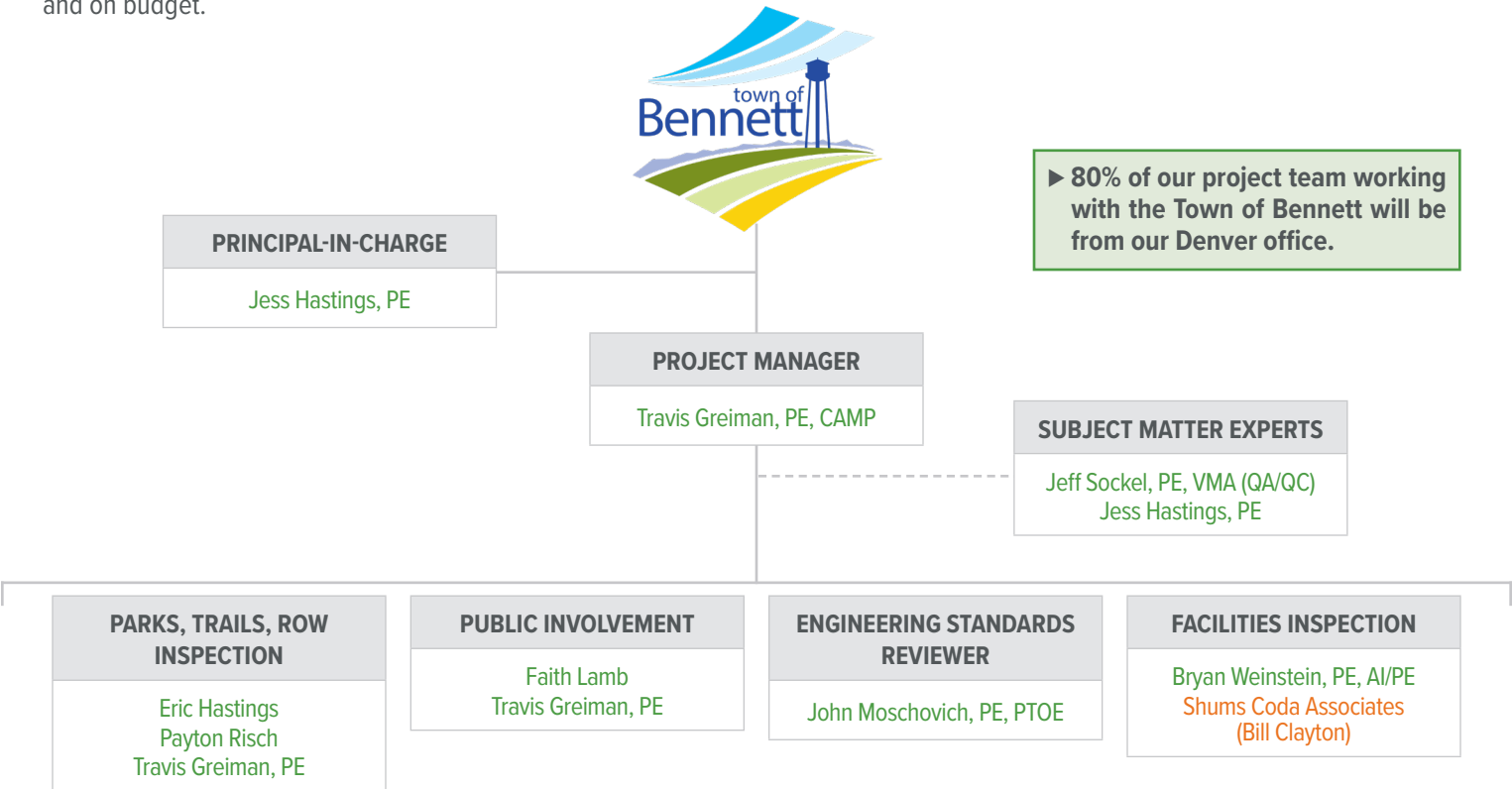
Our staff is familiar with existing and upcoming ADA requirements and will apply our practical knowledge to prepare and adapt the Transition Plan to satisfy ADA compliance requirements while making sure the Plan reflects Town goals.

### FIRM CAPACITY

Our corporate philosophy is based on not making commitments we cannot fulfill. Our project team is ready and able to commit the necessary time and resources needed to meet or exceed project timelines and requirements to keep the project on schedule and budget. We maintain a current database of all staffing commitments to ensure we do not over-commit. We can provide a detailed breakdown of our individual commitments over the next four years upon request. The Benesch team is prepared to deliver what you need.

FIRM CAPABILITY

Benesch has a fantastic team located in Denver with a wide variety of expertise and experience who will help solicit the importance of the existing plan and drive decisions for the update. All personnel proposed for the Transition Plan update have experience in ADA projects. Over the past fifteen years, we have been tasked by many other agencies to deliver reasonable solutions in the development and implementation of ADA Transition Plans. We know that the Town will find us a valuable partner and resource. We are confident that the individuals tasked with this project will fit the Town’s needs and expectations and will deliver a quality product on schedule and on budget.



**TRAVIS GREIMAN, PE** | Project Manager [15 years of experience] | Location: Denver | Availability: 50%



Travis will be the point-of-contact, responsible for assigning project tasks, monitoring completion of tasks, and assuming overall responsibility for this project. Travis has over 15 years of civil engineering experience as a private-industry design engineer and a Public Works professional at the City of Centennial. He has experience encompassing major urban and rural roadway projects, intersection and traffic calming improvements, multi-use pedestrian path projects, commercial and residential development design and review, and miscellaneous emergency roadway and drainage repairs and reconstruction. While working in both the private and public sectors, Travis designed, constructed, implemented, and managed a variety of ADA projects and programs including sidewalk and ramp design, development review, municipal public works capital and maintenance program compliance, and municipal park audits.

**JESS HASTINGS, PE** | Principal-in-Charge [15 years of experience] | Location: Denver | Availability: 10%



Jess has extensive experience in achieving ADA compliance through the preparation and implementation of Transition Plans as well as designing and construction of ADA compliant features. He also has conducted training both internally to Benesch as well as to other public agencies and contractors. Jess’s experience with ADA compliance on public facilities began in 2006 and involved field data collection, cost estimating, office and field design of ramps, public involvement and outreach, construction observation, training presentations for agency staff and contractors, data collection and management in GIS systems. **As the Principal for this project, he will monitor the project status and all assigned tasks. Jess takes an active role in assuring projects are assigned to the best personnel available.**





**JEFF SOCKEL, PE, VMA | Subject Matter Expert**

[29 years of experience] | **Location:** Omaha, NE | **Availability:** As Needed

Jeff will provide quality assurance for the project. Jeff has been the project manager for the City of Omaha ADA program since 2006 and was Benesch's project manager for our work assisting NDOT on their Transition Program. Jeff and Jess have worked closely together for several years on numerous ADA compliance and implementation programs, including Plans with Adams County, Wheat Ridge, Westminster and Thornton and understand how to work together with our clients to develop and implement a quality program for the best value.



**JOHN MOSCHOVICH, PE, PTOE | Engineering Standards Reviewer**

[8 years of experience] | **Location:** Denver | **Availability:** 30%

John has both design and field experience on a variety of projects involving ADA compliance. John has a wide variety of experience including traffic and roadway design, roundabout design, intersection design, traffic engineering, traffic analysis, traffic modeling, signal design, signing and stripping, safety improvements, construction phasing, scheduling and cost estimating. He has assisted with the review and updating of several agency's ADA standard details and specifications and has written white papers on best practices for accessibility improvements.



**ERIC HASTINGS | Inspection / Data Collection**

[9 years of experience] | **Location:** Denver | **Availability:** 50%

Eric Hastings provides construction inspection for construction projects involving earthwork, bridge construction, ADA compliance, sidewalk, concrete and asphalt paving, traffic signals, signing and striping, sewer system and roadway improvements. He has also provided materials testing services involving moisture-density relations, gradations, nuclear field density, and field testing of concrete. Eric has over nine years of experience in construction inspection and materials testing on state and local projects. Along with these technical skills, Eric is adept at working with contractors, residents, and the public in general, during construction.



**PAYTON RISCH | Inspection / Data Collection**

[8 years of experience] | **Location:** Denver | **Availability:** 50%

Payton has been performing inspections with Benesch since 2014 and has performed minor structure inspections for several other municipalities since that time and has extensive experience in the field. He also serves as one of our CAD techs who prepare and update inspection sketches in an efficient manner to reduce cost to our clients. Payton consistently completes projects on schedule and works with fellow team members to achieve a high standard of results. His adaptability to changing work environments and eagerness to accept new challenges make him an ideal fit for ACM inspections and investigations.



**BRYAN WEINSTEIN, PE, AI/PE | Subject Matter Expert**

[19 years of experience] | **Location:** Baltimore, MD | **Availability:** 25%

Bryan Weinstein is an ADA Compliance Engineer with 19 years of experience. He is knowledgeable in the application of State and Federal ADA codes and statutes, specifically those relating to facilities, public rights-of-way and ADA transition plans. He is well-versed in mitigation and cost estimation of ADA-related deficiencies and is a certified Accessibility Inspector/Plans Examiner (AI/PE) through the International Code Council, which demonstrates his capabilities to inspect infrastructure for ADA compliance during and after construction, and to review construction plans in the design phase for ADA compliance.



**AMANDA HARIG, AI/PE | Inspection / Data Collection**

[4 years of experience] | **Location:** Tampa, FL | **Availability:** 50%

Amanda Harig is a Planner in Benesch's American with Disabilities Act (ADA) Compliance Solutions area focusing on the development of ADA transition plans, ADA training modules, facility accessibility studies and data collection. Her roles in the ADA transition plan process include the development of the plan format, creation of applicable maps using ArcGIS Online, ADA compliance research and data evaluation. She has experience creating and presenting ADA trainings discussing the ADA design standards, communication procedures and historical context. She is certified with the ICC as an Accessibility Inspector/Plans Examiner (AI/PE).



**BILL CLAYTON, CBO, CBCO, CHCO (SHUMS CODA ASSOCIATES) | Facilities Inspection**

[40 years of experience] | **Location:** Denver, CO | **Availability:** 50%

Mr. Clayton has been a Code Instructor, Plans Examiner, Code Consultant, and Inspector for CCC/Shums Coda Associates for the past 8+ years and an ICC Instructor for 5+ years. Bill's specialties include Fire Resistant Construction, Existing Building Code, and Accessibility. During his career Bill has obtained 18 IBC/ICBO Certifications, 4 FEMA certifications, Fire Stop Council Certified Inspector, State of Colorado 3rd Party Public School Inspector, and State of California Office of Emergency Services Damage Assessment Inspector certifications.

# Travis Greiman, PE

Project Manager

Mr. Greiman has over 15 years of civil engineering experience encompassing major urban and rural roadway projects, intersection and traffic calming improvements, multi-use pedestrian path projects, commercial and residential developments, and miscellaneous emergency roadway and drainage repairs and reconstruction. He has experience in all major design components including geometric road design, roadside grading, ADA sidewalks and curb ramps, signing/stripping signals, construction phasing, storm sewer design, specifications and construction cost estimating. Prior to joining Benesch, Travis spent over eight years with the City of Centennial. During his employment, Mr. Greiman gained significant experience in various aspects of project and program management, and construction administration.

While working in both the private and public sectors, Travis designed, constructed, implemented, and managed a variety of ADA projects and programs including sidewalk and ramp design, development review, municipal Public Works capital and maintenance program compliance, and municipal park audits.

## City of Thornton, CO – ADA Transition Plan

**Project Manager:** Benesch assisted with the development of a formal ADA Transition Plan. The Plan included a self-evaluation of existing practices and procedures for the development, infrastructure, management, parks, recreation and community programs departments. Benesch conducted staff meetings to solicit feedback and information on current practices and potential areas for improvements. The Benesch team developed a project website, online surveys, social media, targeted fliers to low-income and interested parties to engage the public and keep them informed on the progress. Benesch is now assisting the City with Phase 2 of the Transition Plan by conducting field assessments of existing facilities and developing remediation schedules and budgets. Additionally, training programs will be developed and identified.

## City of Westminster, CO – ADA Transition Plan & Consultation

**Project Manager:** The City of Westminster selected Benesch as ADA Consultant for a multi-year contract. Tasks for this project included ADA Transition Plans for public facilities, public right-of-way, transit facilities and parks and open spaces. Travis assisted with the development of an ADA design and plan review, training for City personnel and on-site audits and accessibility reviews. Benesch also coordinated remediation strategies and public outreach and involvement for the ADA project.

## City of Aurora, CO – ADA Transition Plan

**Project Engineer:** Benesch has been selected as the ADA consultant responsible for updating the City's 20-year old and outdated Transition Plan. Tasks for this project will include the following: comprehensive review of City policies, programs, and procedures; field assessment of ROW infrastructure including sidewalks, ramps, pedestrian push buttons, and trails; creating a framework for the City's ADA program; extensive public outreach; creation of a new ADA Transition Plan.

## Adams County, CO – ADA Transition Plan Update

**Project Manager:** Benesch has been selected as the ADA consultant responsible for updating the County's Transition Plan. Tasks for this project will include the following: comprehensive review of the existing plan including review and assessment of any new City policies, programs, and procedures; field assessment of ROW infrastructure including sidewalks, ramps, pedestrian push buttons, and trails; review of accessibility and compliance goals met since last plan update; updating and delivering a revised ADA Transition Plan.

### Education

BS, Civil Engineering, University of Colorado - Boulder

### Years of Experience: 15

### Registrations and Certifications

Professional Engineer: CO, PA, NJ

Certified Municipal Engineer: NJ



# Jess Hastings, PE

Principal-in-Charge

Mr. Hastings has extensive experience in achieving ADA compliance through the preparation and implementation of Transition Plans as well as the design and construction of ADA compliant features. He also has conducted training both internally to Benesch as well as to other public agencies and contractors. Jess's experience with ADA compliance on public facilities began in 2006 and involved field data collection, cost estimating, office and field design of ramps, public involvement and outreach, construction observation, training presentations for agency staff and contractors, data collection and management in GIS systems.

## Adams County, CO – ADA Transition Plan

**Project Manager:** Jess oversaw the development of the ADA Transition Plan for pedestrian facilities within public ROW. In accordance with Title II, a self-evaluation was performed to identify policies and physical barriers to accessibility using PROWAG requirements as the basis for analysis. Benesch also developed a plan to improve accessibility to all individuals and establish schedules and budgets for improvements. The County uses the GIS-based asset management software system CarteGraph for its facilities. Benesch collected all field data and made it upload-compatible so that ADA compliance issues could be displayed and tracked.

## City of Wheat Ridge, CO – ADA Transition Plan

**Project Manager:** Benesch recently developed the City's ADA Transition Plan for the Engineering Department. This included reviewing the City's existing database, conducting field evaluations and verifications of existing facilities, developing prioritization criteria, and creating alternative remediation schedules with various funding levels. The project also involved a public outreach program which included an interactive website, internal and public surveys, and public and Council meetings.

## City of Westminster, CO – ADA Transition Plan Development

**Project Manager:** Benesch developed an ADA Transition Plan for facilities, public ROW, parks and open spaces. Benesch also evaluated ADA design and plan review, conducted training for City personnel, provided on-site audits and accessibility. Jess led the ADA Transition Plan Development as well as an overall ADA Consultation contract with the City, overseeing audits and reviews, planning, training, public outreach and remediation strategies.

## Arapahoe County, CO – ADA Services

**Project Manager:** Benesch assisted with the evaluation of nearly 1,000 curb ramps throughout Arapahoe County. A previous consultant had performed inspections for existing curb ramps, but some missing information or elements were noticed by the County. Benesch assisted with performing a gap analysis of the database and then performed the field evaluations. Data was collected using the Mobile Inspector software application and uploaded in real-time to the County's GIS database.

## City of Thornton, CO – ADA Transition Plan

**Project Manager:** Benesch assisted with the development of a formal ADA Transition Plan including a self-evaluation of existing practices and procedures for the development, infrastructure, management, parks, recreation and community programs departments. Benesch conducted staff meetings to solicit feedback and information on current practices and potential areas for improvements. The Benesch team developed a project website, online surveys, social media, targeted fliers to low-income and interested parties to engage the public and keep them informed on the progress. Benesch is now assisting the City with Phase 2 of the Transition Plan by conducting field assessments of existing facilities and developing remediation schedules and budgets. Additionally, training programs will be developed and identified.

### Education

BS, Civil Engineering  
University of Nebraska–Omaha

### Years of Experience: 15

### Registrations and Certifications

Professional Engineer: CO, NE

SAVE VE Module I

CDOT/ACEC Partnering Seminar

MUTCD Work Zone Safety Seminar

Complete Streets Seminar



# Eric Hastings

Inspection/Data Collection

Mr. Hastings provides construction inspection for construction projects involving earthwork, bridge construction, ADA compliance, sidewalk, concrete and asphalt paving, traffic signals, signing and striping, sewer system and roadway improvements. He has also provided data collection and field evaluations for curb ramps and sidewalks for ADA Transition Plans along with GIS database management. Along with these technical skills, Eric is adept at working with residents, and the public in general, during field work.

## Adams County, CO – ADA Transition Plan

**Construction Inspection:** Benesch developed the ADA Transition Plan for pedestrian facilities within public ROW. In accordance with Title II, a self-evaluation was performed to identify policies and physical barriers to accessibility using PROWAG requirements as the basis for analysis. Benesch also developed a plan to improve accessibility to all individuals and establish schedules and budgets for improvements. The County uses the GIS-based asset management software system CarteGraph for its facilities. Benesch collected all field data and made it upload-compatible so that ADA compliance issues could be displayed and tracked.

## City of Westminster, CO – ADA Transition Plan Development

**Construction Inspection:** Benesch developed an ADA Transition Plan for facilities, public ROW, parks and open spaces. Benesch also evaluated ADA design and plan review, conducted training for City personnel, provided on-site audits and accessibility. Jess led the ADA Transition Plan Development as well as an overall ADA Consultation contract with the City, overseeing audits and reviews, planning, training, public outreach and remediation strategies.

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## City of Thornton, CO – ADA Transition Plan

**Construction Inspection:** Benesch assisted with the development of a formal ADA Transition Plan including a self-evaluation of existing practices and procedures for the development, infrastructure, management, parks, recreation and community programs departments. Benesch conducted staff meetings to solicit feedback and information on current practices and potential areas for improvements. The Benesch team developed a project website, online surveys, social media, targeted fliers to low-income and interested parties to engage the public and keep them informed on the progress. Benesch is now assisting the City with Phase 2 of the Transition Plan by conducting field assessments of existing facilities and developing remediation schedules and budgets. Additionally, training programs will be developed and identified.

## City of Brighton, CO – ADA Field Evaluations

**Construction Inspection:** Benesch assisted with the evaluation of over 2,500 curb ramps and 100 miles of sidewalk throughout the City of Brighton. As part of a pilot program, Benesch worked with the City to identify "High Priority" corridors to have field evaluations performed. These consisted of transit routes, areas adjacent to school or business districts, government buildings, etc. Benesch helped setup the GIS database shape files to capture the identified attributes. A final GIS upload along with a summary of findings was provided.

Years of Experience: 10

### Registrations and Certifications

CDOT Basic Highway Math and Plan Reading

CDOT Excavation and Embankment WAQTC Certified

CDOT Concrete Field Inspector - Level I

Stormwater Management and Erosion Control

LabCAT Level I Asphalt Inspector

LabCAT Level A Asphalt Technician

ACI Concrete Field Testing Technician- Grade I

Humboldt Radiation Safety Training

e-RAILSAFE Certified

Railroad Contractor Orientation Safety Training

Roadway Worker Protection Training





# Jeffery Sockel, PE, VMA

Subject Matter Expert / QA/QC

Jeff, Senior Vice President and Omaha Division Manager, provides and oversees project management, design and construction engineering, contract administration, pavement consultation and design, materials testing, asset management and incident management services on civil and transportation engineering projects for state and local clients. He's also had decades of ADA experience, leading the City of Omaha's ADA Program for almost 20 years and other agencies for nearly as long. He's served as a sounding board for several ADA projects in Colorado, adding value through his ADA best practices knowledge

## City of Thornton, CO – ADA Transition Plan

**Sr Technical Consultant:** Benesch assisted with the development of a formal ADA Transition Plan. The Plan included a self-evaluation of existing practices and procedures for the development, infrastructure, management, parks, recreation and community programs departments. Benesch conducted staff meetings to solicit feedback and information on current practices and potential areas for improvements. The Benesch team developed a project website, online surveys, social media, targeted fliers to low-income and interested parties to engage the public and keep them informed on the progress. Benesch is now assisting the City with Phase 2 of the Transition Plan by conducting field assessments of existing facilities and developing remediation schedules and budgets. Additionally, training programs will be developed and identified.

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## City of Westminster, CO – ADA Transition Plan Development

**Sr Technical Consultant:** Benesch developed an ADA Transition Plan for facilities, public ROW, parks and open spaces. Benesch also evaluated ADA design and plan review, conducted training for City personnel, provided on-site audits and accessibility.

## City of Omaha, NE – ADA Program

**Sr Technical Consultant:** Benesch assisted the City in developing new design and construction standards for ADA curb ramps. Benesch also helped educate and train City staff and local contractors on the proper methods and procedures for constructing compliant curb ramps. Since the program began in 2006, Benesch has assisted the City in evaluating, estimating, engineering, and providing construction inspection on over 7,000 curb ramps. Working with the public to educate them on the overall program goals and constraints or dealing with specific issues for an individual corner are regular tasks Benesch performs as part of the ADA program. Benesch helps the City track and document the newly constructed curb ramps to be input in the City's GIS system to be reported to the DOJ annually.

### Education

BS, Industrial Engineering,  
Kansas State University

Years of Experience: 30

### Registrations and Certifications

Professional Engineer: NE, IA, MI

Value Methodology Associate  
(VMA)



# John Moschovich, PE, PTOE

## Engineering Standards Review

John has both design and field experience on a variety of our high-profile projects. John has a wide variety of experience including traffic and roadway design, roundabout design, intersection design, traffic engineering, traffic analysis, traffic modeling, signal design, signing and stripping, safety improvements, construction phasing, scheduling and cost estimating. His software experience includes: HCS, Synchro (traffic modeling) and SimTraffic (traffic simulation), OpenRoads Designer, Microstation, InRoads and AutoTurn. His project experience includes CDOT Region 4 ADA Upgrades, Chicago ADA Improvements, Chicago Streets for Cycling, US 385 Corridor Safety Prioritization, and Wolfs Crossing Corridor Study, CDOT R4 Limon ADA and CDOT R4 US 34 ADA,

### CDOT – US-385 Prioritization Study

**Project Engineer:** John is assisting with the production of a document for use with short-term, mid-term and long-term planning related to US-385. Focus of the project is to provide a “Corridor Vision” to ensure all projects work toward a common goal. The report will enable CDOT to match projects with funding as funding becomes available. The ultimate objectives for this project are to identify and prioritize corridor needs and improvements to safety and operations along US 385; apply a consistent design approach for logical segments of the corridor; and produce a road map or implementation plan for use by CDOT and local agencies to pursue funding for safety improvements.

### CDOT R4 – ADA NPS On-Call

**Project Engineer:** Assisted with task orders for over 400 PROWAG compliant curb ramp upgrades in 16 towns throughout the Front Range and northeastern Colorado over 3 task orders including 112 curb ramps within the City of Longmont.

### CDOT R4 – SH 52 & US 85 ADA

**Lead Designer:** John was the design lead for the design of ADA complaint ramps at over 210 corners throughout six towns along the SH 52 and US 85 corridors. Corners were field inspected for ADA compliance and if not compliant a full design was completed to meet CDOT ADA standards. These designs were streamlined using a variety of custom made spreadsheets.

### City of Westminster, CO – 100th Avenue & Simms Street Roundabout

**Principle Designer:** Developed roundabout design alternatives for an offset four-way intersection with a high crash history. Alternative deliverables included a traffic analysis of each alternative design. Bike lanes and a shared use path were also priorities to connect to local trail systems. Ultimately a double tear drop roundabout design was chosen to reduce impacts to an irrigation ditch and nearby properties. John provided alternative designs, traffic analysis, and 3D modeling for the roundabout design.

### Limon Residency, CO – Limon ADA

**Design Engineer:** John was a designer responsible for the design of ADA complaint ramps at over 200 corners throughout 10 towns throughout Region 4. These designs were streamlined using a variety of custom made spreadsheets.

#### Education

BS, Structural Engineering,  
Purdue University

#### Years of Experience: 8

#### Registrations and Certifications

Professional Engineer: CO

Professional Traffic Operations  
Engineer: National







SHUMS CODA  
ASSOCIATES

## William “Bill” Clayton, CBO

### Plans Examiner/ Instructor



#### Education

General Studies and Agriculture,  
Clackamas Community  
College, Oregon City, OR  
General Studies, Physical  
Education & Music, Mt. Hood  
Community College, Gresham,  
OR

#### Licenses & Certifications

ICC Mechanical Inspector UMC  
ICC Building Inspector  
ICC Certified Building Official  
ICC Plumbing Inspector  
ICC Residential Fire Sprinkler  
Inspector/Plans Examiner  
ICC Building Plans Examiner  
ICC /AAE Property Maintenance  
and Housing Inspector  
ICC Plumbing Inspector UPC  
ICC Building Code Official  
ICC Accessibility Inspector/Plans  
Examiner  
ICC Housing Code Official  
ICC Residential Energy  
Inspector/Plans Examiner  
ICC Mechanical Inspector  
ICC Building Code Specialist

#### Memberships

International Code Council (ICC)  
Colorado Chapter ICC

#### Shums Coda Associates

Building Life-Safety Plan Review  
and Inspection  
Permit Technician Services  
Building Department  
Augmentation  
Fire Protection Engineering  
Civil Engineering

#### PROFESSIONAL SUMMARY

William Clayton has been in the building and construction industry for well over 40 years. William brings with him a multitude of experience from a Building Contractor, Plans Examiner, Building Inspector, and a Chief Building Official.

#### PROFESSIONAL EXPERIENCE

##### Plans Examiner ----- December 2020 - Present

###### Shums Coda Associates

- Reviews complex plans for building construction.
- Review plans, calculations, and specifications for compliance with the most current adopted codes and ordinances.
- Preparation of Plans Comments Letter according to industry and SCA standards.
- Meet and confer with the clients as needed to clarify plan check comments
- Travel to jurisdictions on an as-needed basis to support clients.

##### Instructor ----- December 2020 - Present

###### Shums Coda Associates

##### Plans Examiner/ Instructor ----- 2015 – December 2020

###### Colorado Code Consulting LLC, Denver, CO

\*Acquired by Shums Coda Associates in December 2020

##### Building Codes Administrator (Building Official) ----- 2007 - 2015

###### City of Lakewood, Lakewood, CO

##### Senior Building Plans Analyst & Office Staff Supervisor ----- 2004 – 2007

###### City of Westminster, Westminster, CO

##### Assistant Building Plans Analyst ----- 1996 – 2004

###### City of Westminster, Westminster, CO

##### Building Inspector ----- 1994 – 1996

###### Pike Peak Regional Building Dept., Colorado Springs, CO

## Project Approach

## TASK 1: DATA COLLECTION AND REVIEW

The first task we will perform is a review of the existing plan, data, programs, and procedures. Our goal will be to utilize whatever information is available to help keep project costs and time down, while ensuring the necessary data or a plan to obtain the necessary data is in place for the initial Transition Plan. We will review the existing obtained data and check it for both accuracy and uniformity. Drawing on past experience, we will begin to screen additional data collection efforts in preparation for Task 3 and 4 to ensure it is useful and contextualized for the Town's needs. We have developed and will leverage tools to focus data collection to make sense to the public, policymakers, and those responsible for project selection and administering the Transition Plan.

After reviewing the Town's existing data and guidance documents, we will create a framework for the Town's Transition Plan and Program. We would propose following the same strategy we have employed for other agencies.

- Information gathering from Town departments
- Performing an accessibility Self-Evaluation of Bennett's current practices, guidelines, standards, policies, and/or procedures identified during the information gathering
- Performing surveys (internal and external) to seek input on accessibility issues
- Reviewing designations and assignments for an ADA Coordinator and Department ADA Contacts and their respective roles and responsibilities
- Reviewing the Town's formal ADA complaint procedure

This process will provide a basis for a robust and holistic assessment of accessibility in and along Town facilities; allow for planning and prioritizing removal of barriers; and further refine Bennett's strategy for any remaining assessments needed.



### DELIVERABLE:

We will deliver an Executive Summary Report that describes non-compliance in the Town's policies, programs, and procedures. This information will be valuable context for the draft Transition Plan.

**Generally, the Town's overall goal of the Transition Plan is to improve accessibility to the Town's programs, activities, and services. Building on that, we will help the Town identify actionable strategies to achieve this broad goal.**

For example:

- Create and prioritize a list of identified barriers, generated strategies and methods that can be used to remove or reduce barriers achievable within fiscal constraints
- Provide guidance to Bennett Town staff and the public on the requirements of the ADA and Bennett's approach to improve accessibility
- Develop a realistic schedule based on estimated available budget for the removal of barriers
- Recognize potential funding sources and opportunities to remove identified barriers

All goals, objectives, guiding principles, and implementation methods will be developed within the context of relevant guidance documents: ADA Accessibility Guidelines (ADAAG), Public ROW Accessibility Guidelines (PROWAG), and others.

The Town's Transition Plan is a living document, intended to be periodically monitored and updated. We will create a framework that allows for future updates and for the Town to document actions taken to remove barriers to accessibility and modify programs and procedures to increase accessibility

## TASK 2: PUBLIC OUTREACH PLAN

Public outreach is an essential element in the decision-making process and, ultimately, the success of the project. As your partner, Benesch's public outreach professionals are a blend of engineers and non-engineers to allow our team to avoid projecting an overly technical message potentially intimidating or discouraging comments from the affected public stakeholders. We have seen excellent success with a more personal approach offering explanations and seeking comments at a general level of detail whenever possible. As field data is being generated and analyzed, we will work with the Town to continually update and include all stakeholders including elected officials and adjacent jurisdictions.

At a project level, on-going communication with the public can serve to ease the impact of any potential disruptions and keeps them informed throughout the project. Our experience has shown some accessibility improvements are not necessarily intuitive and lack of communication about the "why we are doing this" creates more questions or doubt than simply reaching out early to explain the "hows and whys" of what is being done. People do not object to making access easier and there is no size threshold or dumb question. Proactively addressing even obvious items up front can keep small issues from turning into big problems and build support from all stakeholders. Our team has significant experience working with residents and businesses to satisfy their needs with the work that needs to be accomplished.

**Residents, visitors and commuters provide valuable perspective as users of the Town's infrastructure. In order to gather their input on accessibility issues, we envision the Transition Project Team's public outreach protocol will likely include:**

- Internal/External Surveys
- Coordination with Town Staff
- Public Information Meetings and Workshops
- Presentations and Communications to Governing Bodies
- Social Media Updates and Outreach

## TASK 3: EVALUATION OF PUBLIC FACILITIES

Data collection is often a time-consuming process, and processing what is obtained is critical to ensure the Town can develop strategies and to monitor and update the transition plan. We will identify potential missing gaps or areas in the Town's existing databases and will lead efforts to obtain any missing data. We have skilled and knowledgeable individuals experienced in collecting field data in an efficient and we will ensure any plan for new data collection is consistent with how the Transition Plan will be managed into the future.

We will draw on past experience with other clients and utilize a field reconnaissance template to document physical issues or barriers that result in non-compliance and to document where compliance already exists. Along with the field form, photographs are taken and attached to the file to provide a snapshot for the Town to monitor the issue in case it worsens from the original inspection. **The field forms and photographs are an important part of the QA/QC process for the plan to ensure that issues are being identified and handled equally.** All locations, in compliance or not, will be tracked in a GIS database for future reference.



### DELIVERABLE:

Field forms, photographs, and GIS database of sidewalk/ramp inspection activity.

We understand the Town's first focus will be data collection for facilities, parks, trails and public right-of-way. Physical barriers preventing accessibility will be identified and logged. These items could include sidewalk cross slopes, vertical and horizontal differences due to cracking or settlement, non-compliant access to playgrounds and play features, and more. The Town has also requested a review of the sidewalk/ramp inventory. We would assess sidewalks and ramps in the right-of-way and document non-compliant issues such as vertical curb at street crossings, missing or non-compliant curb ramps, no crossings at intersections, or gaps in the sidewalk along the accessible route. Finally, items impacting but not fully-inhibiting accessibility would be identified but most likely will not be as high on the priority list. These are generally items affecting compliance such as no detectable warning panel, out of compliance slopes (i.e. exceed 2% cross slope in landing area of curb ramp), or narrow sidewalk along the accessible route. Categorizing all of the identified items will assist in identifying the level of improvement required to address the issue.

Beyond gathering all measurements, slopes and dimensions of the facilities on the field form, potential issues will be addressed through questions such as "Can the improvement be constructed within ROW?" and "If a retaining wall is required, how high will the wall be?" Addressing these issues early in the process will help the Town in prioritizing and categorizing the improvements down the road and avoiding any costly surprises when it comes time for implementing the improvements.

### Benefits of Benesch's Data Management

- Better Project Programming
- Program and Progress Tracking
- Easy Updates and Investigation

This approach to collecting and managing field data serves three purposes. First, it expedites determining the action items list by clearly listing and categorizing the possible compliance issues a corner or stretch of sidewalk/trail could have and allowing decision makers sufficient information to program projects and strategies to address issues. Secondly, it provides a living measurement and tracking mechanism for the Town's ADA Transition Plan to monitor progress and track costs for different strategies and the overall executed plan. Finally, it provides a mechanism for discovery and updating the system as changes occur independent of the Transition Plan or as potential issues or concerns are raised.

### DELIVERABLE:

Benesch prides itself on delivering ADA inspection data in a format that is readable, usable, and actionable. The Town won't just receive a spreadsheet with a list of 50,000 deficiencies. We will deliver a database that is sortable, prioritized, and grouped by work activity. Our goal is to deliver a tool that the Town will reference often.



### Website Accessibility

Municipal government websites should be fully accessible to all users and satisfy the Colorado state bill of preparing a plan for accessibility upgrades. Benesch will review the Town of Bennett's website and provide recommendations and determinations concerning web pages and web-based applications that are currently employed by the Town of Bennett on their website. The suggested upgrades will have been determined to meet the minimum ADA requirements and to achieve full compliance with all Federal and State laws. **Both reviews will carefully examine the accessibility requirements under four key principles: Perceivable, Operable, Understandable, and Robustness.**

- **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - » This means that users must be able to perceive the information being presented (it can't be invisible to all their senses).
- **Operable** - User interface components and navigation must be operable.
  - » This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform).
- **Understandable** - Information and the operation of the user interface must be understandable.
  - » This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding).
- **Robustness** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - » This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible).

All information accessible by the public shall be maintained to a standard that allows persons with disabilities equal informational access. Web accessibility depends not only on the accessibility of the content but also on the accessibility features of Web browsers and other user agents. Authoring tools and content developers play the greatest role in Web accessibility. The Web Content Accessibility Guidelines (WCAG) 2.0 and 2.1 created by the World Wide Web Consortium (W3C) in addition to Section 508 of the Rehabilitation Act of 1973, are used as the standards to create an accessible webpage. These standards should be followed at each destination provided on the Town of Bennett website. To determine the overall accessibility of the website, a web accessibility evaluation tool called Wave will be used to support our efforts.

Benesch will provide the Town with annual schedules and budgets for the ADA Transition Plan. We will develop alternative long-range schedules with associated budgets for the Town to choose from in order to carry out the transition plan. We will provide guidance to assist the Town in monitoring the progress and implementation of the ADA Transition Plan.

Exploring additional funding sources to assist the Town with the improvements will also be done. Having a documented transition plan is necessary to seek federal grants or to include the improvements on matching fund transportation projects. Some of these include the Safe Routes to School (SRTS) program, Community Block Development Grants (CBDG), or including ADA improvements with other Capital Improvement Projects that have federal funding. Another method that we have seen is “piggy-backing” the ADA program with a different established program, such as resurfacing or panel repair. By doing so it ensures that the improvements are done annually and, typically, the same few contractors bid and perform work on these types of programs which allows for familiarity with the Town’s ADA program and standards. By having a documented ADA Transition Plan, Benesch and the Town can more easily look for these types of potential funding sources or piggy-backing opportunities to provide the best value and to monitor the progress of the program.

Lastly, the Town desires to include public facilities in this scope of work. Benesch has in-house expertise for facility assessments that we will leverage for this project. We will perform the on-site assessments and use the findings to prepare a sortable spreadsheet database that conveniently groups related improvements together (for example, all required upgrades in the first floor men’s room of the Recreation & Community Center).


#### TASK 4: DEVELOP TRANSITION PLAN

After working through Tasks 1-3, we will compile all the findings into a Draft ADA Transition Plan. We recommend starting with a draft plan and collecting public input on the draft.

We will compile strategies that will allow the Town to address known deficiencies, strengthen compliance within existing Town programs, and progress toward overall compliance. A few examples of program-level goals are included below:

 **NEW CONSTRUCTION PROJECTS:** Work involving constructing new facilities or pedestrian features in locations within current or future public ROW shall provide accessible features in the project that meet current ADA design standards.

 **IMPROVEMENTS PROJECTS:** Work involving improving existing public ROW pedestrian facilities will provide new or necessary upgrades to existing features in the project area to meet current ADA design standards.

 **MAJOR MAINTENANCE AND REHABILITATION PROJECTS:** Work involving any alteration or major maintenance activity performed on transportation assets in the existing public ROW or Town facilities shall provide or upgrade accessible features in, or immediately adjacent to, the project to meet current ADA design standards to the extent feasible without undue burden.



**ROUTINE MAINTENANCE & REPAIR PROJECTS:** Minor or routine maintenance activities (patching, sealing, replacing signs, repairing door fixtures, etc.) limited to specifically repairing spot areas or locations directly affecting accessibility will include upgrades or improvements that meet current ADA design standards when required or when such improvements are consistent with the scope of the activity being performed.



**PUBLIC FACILITIES:** The Town will establish an assessment program to document compliance issues within Town-owned facilities. Routine maintenance activities will be reviewed for opportunities to implement ADA upgrades.

Additionally, we will prepare cost estimates and schedules for the non-compliant elements found during our field assessments. We will provide a common-sense road map for the Town to remove barriers that will leverage existing programs and work activities, provide recommendations on how to implement repairs and replacements within the Town’s existing and anticipated future budgets, and consider how much of the proposed work would be considered “undue burden.”

**Our goal is to provide the Town usable guidance and actionable recommendations on how to improve accessibility. As engineers with ample experience in managing municipal programs and projects – both for Benesch clients and as former municipal employees ourselves – we understand the need to make accessibility understandable, approachable, and reasonable for the Town and residents alike.**

Once the draft Transition Plan is created, we will prepare materials to present the project and its findings to the public, Town Staff, and Town Council as requested. We will collect feedback and integrate the public comment back into the Transition Plan. We will create a Final Transition Plan Document and deliver it to the Town for their use.

While the plan structure can be customized to the Town’s desires, we would propose a general outline as follows:

1. Executive Summary
2. Introduction & Project Background
  - 2.1 Project Purpose and Goal
  - 2.2 Legal Requirements of the ADA
3. Self-Evaluation
  - 3.1 Programmatic Accessibility
  - 3.2 Physical Accessibility
4. Prioritize and Identify Goals, Strategies, & Schedules
  - 4.1 Goals for the Program
  - 4.2 Prioritization of Barriers
  - 4.3 Strategies to Improve Accessibility
  - 4.5 Implementation Schedule
5. Procedures, Standards & Practices
  - 5.1 New Construction and Alterations
  - 5.2 Program Access & Effective Alternative Communication
  - 5.3 Public Information Sharing
6. Public Involvement
7. Monitoring & Updating Transition Plan



Appendices will be added to summarize asset inventories, assessments and related criteria, standard forms, transition plan program budgets, goal summaries, and more.



### DELIVERABLE:

Draft ADA Transition Plan, Final ADA Transition Plan and several databases of inspection and assessment findings.

### PUBLIC INVOLVEMENT

Public participation is an essential element of the decision-making process and, ultimately, the success of the project. On-going communications with the public serves to ease potential impacts in addition to keeping stakeholders informed throughout the project.

Faith Lamb and Travis Greiman will lead the public involvement efforts with support from Benesch's in-house public engagement and graphic design staff. Our team will develop and implement a public plan that meets both project and community needs. This may include many public engagement tools that we have used on similar projects, such as an interactive project website, project handouts and displays, electronic public comment collection, virtual or in-person public meetings, presentations and 3D visualizations.

We have been integrating virtual public meetings with traditional public involvement practices to continue to engage and inform the public while following COVID guidelines. The virtual public meeting is advertised the same way as a traditional public meeting through direct mailers, flyers, newspaper notices, website and social media posts.

**Travis Greiman, Project Manager, has presented at numerous City Council meetings, public forums and stakeholder summits during his time at the City of Centennial. He will lead all presentations associated with this scope of work.**

### VALUE ADDED

One exciting component of this Plan Update is the opportunity to create training material. This is an area that routinely comes up from staff members as something they would welcome to help them perform their jobs, and is a common feature of Transition Plans. We would propose three different training videos/materials.

#### ► Intro to the Town Transition Plan



This training would be a brief overview of the Town's Transition Plan including what is the purpose, what is the content, how to navigate it to answer questions or find additional resources, etc.

#### ► ADA 101 Training



This training would be basic information related to the ADA including a brief history of the ADA, roles and responsibilities, reasonable accommodations, how to interact with a person with a disability, commonly asked questions, resources, etc.

#### ► Technical ADA Training



This training would provide some insight into technical design components related to curb ramps, sidewalks, driveways and PPBs.

### QUALITY CONTROL/QUALITY ASSURANCE

Benesch's internal quality control program, called the Project Quality Management Program (PQMP), is directed by the firm's leadership. Simultaneous and thorough review of all project documentation will be made by both **Benesch's Project Manager, Travis Greiman, PE, and QA/QC, Jeff Sockel, PE**, to assure that it is complete, accurate and meets all the Town's requirements. To enhance our team's performance for the Town, Benesch will pursue constant open communication, including scheduled meetings with all key team members. We are committed to providing all the necessary tools and resources to make each task successful.

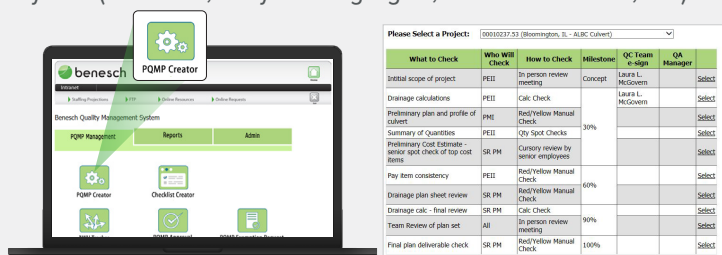
#### OUR QUALITY MANAGEMENT SYSTEM INVOLVES:

**Project-Specific Quality Management Plan (PQMP):** Each project at Benesch, regardless of size, begins with the creation of a customized PQMP. Your project(s) will be no exception. We use an online, intranet tool consisting of a series of templates as the basis for each PQMP. The plan identifies checkpoints for project deliverables. We delineate and document what will be checked, at what intervals and with what system (electronic, red/yellow highlights, calculation checks, etc.).

**Checking in – Who, What, When and How (3WH):** The PQMP creator automatically creates a tracking database called the 3WH Tracker (who-what-when-how). The 3WH checker includes QC tasks for required completion before a deliverable can be sent to the client. The QC checker e-signs tasks; the QA reviewer is then required to sign off, personally confirming work has been completed and documented. Our Corporate Director of Quality Management monitors this database to ensure all projects comply with this policy.

Benesch strongly believes in quality. We further believe QC checks need to happen at the correct time, by technically proficient staff, at the appropriate level of detail for each milestone. A testament to our quality is seen in this project team's very stable workload with nearly 100% consisting of repeat work for existing clients.

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## Proposed Schedule

## PROJECT SCHEDULE

Our proposed schedule includes necessary scope items for the update of the Town's ADA Transition Plan. We look forward to working with the Town to develop a schedule that works with your needs.

	2023											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>NTP</b>	X											
<b>Task 1: Evaluation of Town Policies &amp; Practices</b>												
Deliverable: Executive Summary Memo				X								
<b>Task 2: Public Outreach</b>												
Public Meeting (assume 2)					X					X		
<b>Task 3: Evaluation of Public Facilities</b>												
Deliverable: Inspection Data (GIS format)										X		
<b>Task 4: Develop Transition Plan</b>												
Deliverable: Draft ADA Transition Plan									X			
Deliverable: Final ADA Transition Plan											X	
Deliverable: Board Presentation (If necessary)												X
<b>Task 5: Develop Management Tool</b>												
Deliverable: Spreadsheet Database											X	

## Project Experience

## ADA TRANSITION PLAN UPDATE | CITY OF AURORA, CO



Benesch has been hired to update the City's ADA Transition Plan. The Plan will include a self-evaluation of existing practices and procedures for the development, infrastructure, and management programs and departments. Benesch will conduct staff meetings to solicit feedback and information on current practices and potential areas for improvement. The public outreach strategy will include a project website, online surveys, social media, and targeted outreach through the City's existing outreach platform to engage the public and keep them informed on the progress. The project will include an assessment of a portion of the City's right-of-way inventory, including sidewalks, crosswalks, and curb ramps.

### Schedule:

05/01/2022 – Ongoing

### Delivery Date:

Planned November 2023

### Budget:

\$350,000

### Final Cost:

TBD

### Client Reference

Matt Kozakowski, PE  
15151 E Alameda Parkway  
Aurora, CO 80012

## ADA TRANSITION PLAN UPDATE | ADAMS COUNTY, CO



Benesch has been hired to update the County's ADA Transition Plan, after working on the first Plan in 2016. The Plan will include a self-evaluation of existing practices and procedures for the development, infrastructure, and management programs and departments. Benesch will conduct staff meetings to solicit feedback and information on current practices and potential areas for improvement. The project will include a thorough review of the County's policies and an analysis of the County's work order system and curb ramp inventory.

### Schedule:

05/01/2022 – Ongoing

### Delivery Date:

Planned November 2022

### Budget:

\$158,000

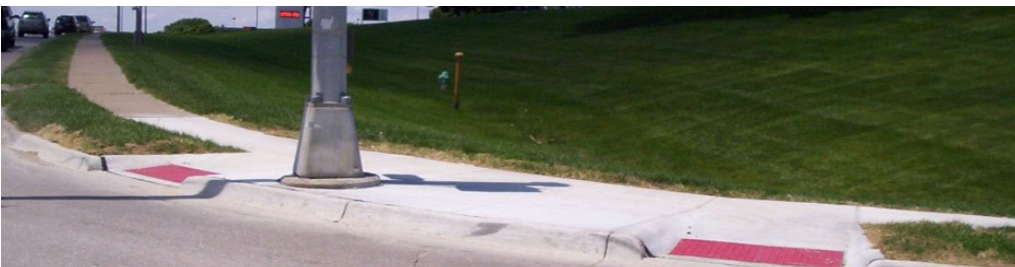
### Final Cost:

TBD

### Client Reference

Crystal Carlow, PE  
4430 S. Adams County Pkwy,  
1st Floor, STE W5700  
Brighton, CO 80601

## ADA TRANSITION PLAN UPDATE | CITY OF WESTMINSTER, CO



The City of Westminster selected Benesch to provide on-call ADA consulting services through a multi-year contract. Under this contract, Benesch developed an ADA transition plan for facilities, public ROW, parks and open spaces. Benesch also evaluated ADA design and plan review, conducted training for City personnel and provided on-site audits and accessibility reviews, developing remediation strategies, schedules, budgets, standards and guidelines. Additionally, Benesch will assist with public outreach and involvement.

- Ongoing | Public Outreach and Involvement
- 2022 | Transition Plan Update
- 2018 | Developed Remediation Strategies
- 2017 | On-site Audits and Accessibility Reviews

- 2016 | Training for City Personnel
- 2016 | ADA Design and Plan Review
- 2016 | ADA Transition Plans for Public Facilities, Public ROW, Transit Facilities and Parks and Open Spaces

### Schedule:

10/2015 – Ongoing

### Delivery Date:

Planned Summer 2023

### Budget:

\$75,000

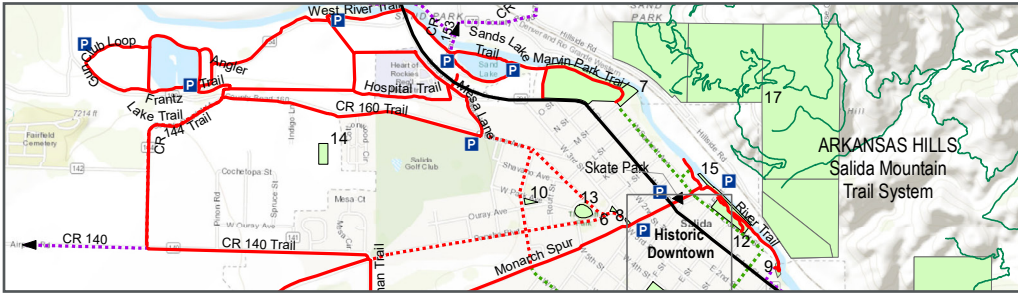
### Final Cost:

Ongoing through additional task orders  
\$270,000

### Client Reference

Martee Erichson  
(303) 658-2551  
merichson@ci.westminster.co.us

## ADA TRANSITION PLAN UPDATE | CITY OF SALIDA, CO



The City of Salida selected Benesch to develop an ADA Transition Plan. This project kicked off in the Summer of 2022 with a self-evaluation. Benesch is currently conducting field assessments of City trails, parks and ROW. A project website developed by Benesch will host user surveys, public meeting information, and a formal concern/complaint reporting and tracking process. When the project concludes in 2023, the City will have a full Transition Plan to guide ADA compliance of future construction and improvement projects. Training programs will also be developed and identified for the City.

### Original Schedule:

06/01/2022 - Ongoing

### Final Delivery Date:

Spring 2023

### Budget:

\$160,000

### Final Cost:

TBD

### Client Reference

Diesel Post  
448 E 1st St  
Salida, CO 81201

## ADA TRANSITION PLAN | CITY OF THORNTON, CO



Benesch assisted with the development of a formal ADA Transition Plan. The Plan included a self-evaluation of existing practices and procedures for the development, infrastructure, management, parks, recreation and community programs departments. Benesch conducted staff meetings to solicit feedback and information on current practices and potential areas for improvement. The Benesch team developed a project website, online surveys, social media, targeted fliers to low-income and interested parties to engage the public and keep them informed on the progress. Benesch is now assisting the City with Phase 2 of the Transition Plan by conducting field assessments of existing City buildings and parks and developing remediation schedules and budgets. Additionally, training programs will be developed and identified.

### Original Schedule:

01/01 - 12/31/2022

### Final Delivery Date:

12/31/2022

### Budget:

\$75,000

### Final Cost:

Phase 1 - \$66,000  
Phase 2 - \$75,000

### Client Reference

Bill Rush  
(303) 538-7306  
bill.rush@cityofthornton.net

## ADA TRANSITION PLAN CONSULTANT SERVICES | CITY OF WHEAT RIDGE, CO



Benesch developed a ADA Transition Plan for the Public Works Engineering Department. Benesch examined curb ramp and pedestrian push-button field data already collected by the City using PROWAG requirements along with developing a plan to remove identified issues and established schedules and budgets for improvements. Public meetings and a website were used to engage the public and keep them informed on the project's progress.

### Schedule:

08/2016-11/2017

### Delivery Date:

07/2017

### Budget:

\$46,200

### Final Cost:

\$46,200

### Client Reference

Steve Nguyen  
(303) 235-2862  
snguyen@ci.wheatridge.co

## Schedule of Values



**PRICING FORM****PRICING (FOR EACH PARTICIPANT)**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Kick-off meeting to discuss project goals & objectives		\$ 585.00
2			Evaluation of Town policies, practices for accessibility		\$ 8,721.00
3			Develop public outreach plan for stakeholders		\$ 6,873.00
4			Conduct evaluation of all relevant public facilities		\$ 53,237.00
5			Develop Self Evaluation & Transition Plan		\$ 7,590.00
6			Provide management, monitoring & tracking tools		\$ 12,400.00
7			Presentation to Town Board adoption of ADA Self Evaluation & Transition Plan		\$ 1,879.00
8			Follow up meetings with Town staff		\$ 1,420.00
9					\$0.00
10					\$0.00
			<b>Total</b>		<b>\$ 92,705.00</b>

**Not to Exceed Total:****Binding Proposal**

By providing a response to this RFP, Proposers are bound to providing the proposed goods/services at the costs and rates quoted in their proposal for the length of the award period.

## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Project Summary

Task	Personnel Services									Reimbursables			Estimated Fee	
	Subject Matter Expert	Senior Project Manager	Project Manager II	Project Engineer II	Inspector I	Inspector III	Division Assistant II	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Subconsultants (Shums Coda)	Subtotal		
Task 1 Kick-off Meeting (Project Goals & Objectives)	0	1	2	0	0	0	0	3	\$ 585.00	\$ -	\$ -	\$ -	\$ 585.00	
Task 2 Evaluation of Town Policies, Practices	2	9	26	8	0	0	6	51	\$ 8,721.00	\$ -	\$ -	\$ -	\$ 8,721.00	
Task 3 Public Outreach Plan	1	11	18	0	0	0	12	42	\$ 6,785.00	\$ 88	\$ -	\$ 88	\$ 6,873.00	
Task 4 Evaluation of Public Facilities	4	4	92	0	60	76	0	236	\$ 30,528.00	\$ 484	\$ 22,225	\$ 22,709	\$ 53,237.00	
Task 5 Develop Self-Evaluation & Transition Plan	2	8	26	0	0	0	8	44	\$ 7,590.00	\$ -	\$ -	\$ -	\$ 7,590.00	
Task 6 Management, Monitoring, and Tracking Tools	3	6	56	0	0	0	0	65	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	
Task 7 Presentation to Town Board	0	1	8	0	0	0	2	11	\$ 1,835.00	\$ 44	\$ -	\$ 44	\$ 1,879.00	
Task 8 Follow-up Meetings with Town Staff	1	2	4	0	0	0	0	7	\$ 1,420.00	\$ -	\$ -	\$ -	\$ 1,420.00	
Subtotal	13	42	232	8	60	76	28	459		\$ 616	\$ 22,225	\$ 22,841		
Project Subtotal									\$ 69,864.00				\$ 22,841	\$ 92,705.00

## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Task 1 Kick-off Meeting (Project Goals & Objectives)

	Personnel Services					Reimbursables		
	Subject Matter Expert	Senior Project Manager	Project Manager II	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Subconsultants (Shums Coda)	Subtotal
<b>Subtask</b>								
Kickoff Meeting (Virtual)		1	2	3	\$ 585.00			\$ -
<b>Task Subtotal</b>					<b>\$ 585.00</b>			<b>\$ -</b>
								<b>\$ 585.00</b>

#### Assumptions:

Kickoff meetings can be performed virtually using Microsoft Teams.

## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Task 2 Evaluation of Town Policies, Practices

Subtask	Personnel Services							Reimbursables				
	Subject Matter Expert	Senior Project Manager	Project Manager II	Project Engineer II	Division Assistant II	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Subconsultants (Shums Coda)	Subtotal	Estimated Fee	
Goals and Objectives	1	1	2			4	\$ 835.00			\$ -	\$ 835.00	
Review Existing City Policies, Programs, Procedures		2	8	8	2	20	\$ 3,106.00			\$ -	\$ 3,106.00	
Discovery Meetings w/ City Staff (Virtual)		4	8		2	14	\$ 2,480.00			\$ -	\$ 2,480.00	
Executive Summary Memo	1	2	8		2	13	\$ 2,300.00			\$ -	\$ 2,300.00	
Subtotal	2	9	26	8	6	51		\$ -	\$ -			
Task Subtotal							\$ 8,721.00				\$ -	\$ 8,721.00

**Assumptions:**

Time provided to hold less than 10 discover meetings and deliver meeting minutes.

Discovery meetings can be performed virtually using Microsoft Teams.

## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Task 3 Public Outreach Plan

Subtask	Personnel Services						Reimbursables			Estimated Fee
	Subject Matter Expert	Senior Project Manager	Project Manager II	Division Assistant II	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Subconsultants (Shums Coda)	Subtotal	
Goals and Objectives	1	1	2		4	\$ 835.00			\$ -	\$ 835.00
Public Meeting (x2)		8	8	8	24	\$ 3,760.00	\$ 88		\$ 88	\$ 3,848.00
Internal Staff Survey		1	4	2	7	\$ 1,095.00			\$ -	\$ 1,095.00
External Survey		1	4	2	7	\$ 1,095.00			\$ -	\$ 1,095.00
	1	11	18	12	42		\$ 88	\$ -		
<b>Task Subtotal</b>						<b>\$ 6,785.00</b>			<b>\$ 88</b>	<b>\$ 6,873.00</b>

#### Assumptions:

Public meetings attended by two Benesch staff on two separate nights.

## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Task 4 Evaluation of Public Facilities

Subtask	Personnel Services							Reimbursables			Estimated Fee
	Subject Matter Expert	Senior Project Manager	Project Manager II	Inspector I	Inspector III	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Subconsultants (Shums Coda)	Subtotal	
Facilities Inspection	1		4			5	\$ 990.00		\$ 22,225	\$ 22,225	\$ 23,215.00
Parks/OS/Trails Inspection	1	2	40			43	\$ 8,080.00	\$ 220		\$ 220	\$ 8,300.00
Ramp/Sidewalk Inspection	1	2	4	60	60	127	\$ 11,500.00	\$ 264		\$ 264	\$ 11,764.00
GIS Database	1		4		16	21	\$ 2,558.00			\$ -	\$ 2,558.00
Town Website Audit			40			40	\$ 7,400.00			\$ -	\$ 7,400.00
<b>Subtotal</b>	4	4	92	60	76	236		\$ 484	\$ 22,225		
<b>Task Subtotal</b>	<b>\$ 30,528.00</b>							<b>\$ 22,709</b>			<b>\$ 53,237.00</b>

#### Assumptions:

Parks/Trails/OS inspection performed by 2 field staff.

Unpaved trails do not require detailed assessment.

Ramp inspection performed by 2 field staff.

Assume physical inspection of each corner for compliance. Corners with ramps will be assessed against standards.

Corners without ramps will be noted and ramp type will be recommended. Town's existing GIS database will be updated with findings.

Facilities inspections will assess entire square footage listed in RFP. This fee may be reduced by only assessing publicly accessible areas.

The Town website is owned and operated by Town staff. This fee can be negotiated after further discussion with Town staff and exact review requirements are identified.



## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Task 5 Develop Self-Evaluation & Transition Plan

	Personnel Services					Reimbursables			Estimated Fee
	Subject Matter Expert	Senior Project Manager	Project Manager II	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Subconsultants (Shums Coda)	Subtotal	
<b>Subtask</b>									
Draft Transition Plan	1	4	16	25	\$ 4,350.00			\$ -	\$ 4,350.00
Review/Comments		2	2	4	\$ 800.00			\$ -	\$ 800.00
Final Transition Plan	1	2	8	15	\$ 2,440.00			\$ -	\$ 2,440.00
<b>Subtotal</b>	2	8	26	44		\$ -	\$ -		
<b>Task Subtotal</b>	\$ 7,590.00					\$ -			\$ 7,590.00

## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Task 6 Management, Monitoring, and Tracking Tools

Subtask	Personnel Services					Reimbursables			Estimated Fee
	Subject Matter Expert	Senior Project Manager	Project Manager II	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Lodging	Subtotal	
Spreadsheet Database (Facilities)	1	2	8	11	\$ 2,160.00			\$ -	\$ 2,160.00
Spreadsheet Database (Parks/OS)	1	2	24	27	\$ 5,120.00			\$ -	\$ 5,120.00
Spreadsheet Database (Ramps)	1	2	24	27	\$ 5,120.00			\$ -	\$ 5,120.00
<b>Subtotal</b>	3	6	56	65		\$ -	\$ -		
<b>Task Subtotal</b>	<b>\$ 12,400.00</b>					<b>\$ -</b>			<b>\$ 12,400.00</b>

## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Task 7 Presentation to Town Board

	Personnel Services					Reimbursables			Estimated Fee
	Senior Project Manager	Project Manager II	Division Assistant II	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Subconsultants (Shums Coda)	Subtotal	
<b>Subtask</b>									
Presentation to Board	1	8	2	11	\$ 1,835.00	\$ 44		\$ 44	\$ 1,879.00
<b>Subtotal</b>	1	8	2	11		\$ 44	\$ -		
<b>Task Subtotal</b>	\$ 1,835.00					\$ 44			\$ 1,879.00

## Consulting Services for ADA Transition Plan

ADA Transition Plan Services

Town of Bennett

Fee Estimate For Consulting Services (revised 11/28/22)

### Task 8 Follow-up Meetings with Town Staff

	Personnel Services					Reimbursables			Estimated Fee
	Subject Matter Expert	Senior Project Manager	Project Manager II	Total Hours	Subtotal	Vehicle Mileage @ \$0.625/mi	Lodging	Subtotal	
<b>Subtask</b>									
Follow-up Meetings (Virtual)	1	2	4	7	\$ 1,420.00			\$ -	\$ 1,420.00
<b>Subtotal</b>	1	2	4	7		\$ -	\$ -		
<b>Task Subtotal</b>	\$ 1,420.00					\$ -			\$ 1,420.00

#### Assumptions:

Follow-up meetings can be performed virtually using Microsoft Teams.



### 2023 Employment Classification and Rate Schedule

<u>Classification</u>	<u>Billable Rate</u>	<u>Classification</u>	<u>Billable Rate</u>
Project Manager I	\$150.00	Resident Project Manager I	\$126.00
Project Manager II	\$185.00	Resident Project Manager II	\$164.00
Senior Project Manager	\$215.00	Sr. Resident Project Manager	\$184.00
Project Principal	\$250.00		
Project Engineer I	\$125.00	Construction Manager I	\$135.00
Project Engineer II	\$132.00	Construction Manager II	\$164.00
Senior Project Engineer	\$165.00	Sr. Construction Manager	\$200.00
Designer I	\$102.00	Construction Engineer I	\$115.00
Designer II	\$115.00	Construction Engineer II	\$128.00
		Sr. Construction Engineer	\$139.00
Technologist I	\$68.00	Construction Representative I	\$94.00
Technologist II	\$95.00	Construction Representative II	\$102.00
Senior Technologist	\$120.00	Construction Representative III	\$110.00
		Senior Construction Representative	\$138.00
Technical Specialist I	\$90.00	Construction Technical Representative I	\$76.00
Technical Specialist II	\$100.00	Construction Technical Representative II	\$88.00
Senior Technical Specialist (per quote)	\$128.00	Construction Technical Representative III	\$112.00
Intern	\$70.00	Sr. Construction Technical Representative	\$125.00
Project Scientist I (Environmental)	\$75.00	Inspector I	\$70.00
Project Scientist II (Environmental)	\$86.00	Inspector II	\$80.00
Project Scientist III (Environmental)	\$97.00	Inspector III	\$98.00
Senior Project Scientist	\$145.00	Inspector IV	\$120.00
		Sr. Inspector	\$135.00
Office Assistant	\$52.00	Field/Lab Technician I	\$65.00
Project Assistant I	\$64.00	Field/Lab Technician II	\$75.00
Project Assistant II	\$89.00	Field/Lab Technician III	\$85.00
Division Administrative Assistant I	\$55.00	Senior Field/Lab Technician	\$110.00
Division Administrative Assistant II	\$70.00		

Rates are good until December 31, 2023

## Required Documents



# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** 10/10/2022  
**Project Number:** 22-016  
**RFP Title:** ADA Self Evaluation and Transition Plan  
**Proposals Due:** November 29, 2022  
 Geri Scheidt, [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)  
 Town Hall, 207 Muegge Way, Bennett, CO 80102

**For Additional Information Please Contact:** Geri Scheidt, Town Safety Officer  
 (303) 644-3249, x1004  
 Email: [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)

**Documents Included in This Package:**

- RFP Cover Sheet
- Project Background and Specifications
- RFP Instructions
- Terms and Conditions
- Special Terms and Conditions
- Pricing Form
- Submission Form
- Substitute Form W-9
- Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

## PRINT OR TYPE YOUR INFORMATION

Name of Company: Alfred Benesch & Company Fax: 866-410-8678  
 Address: 7979 E Tufts Ave, Suite 800 City/State: Denver, CO Zip: 80237  
 Contact Person: Travis Greiman, PE Title: Project Manager Phone: 720-473-7560  
 Authorized Representative's Signature:  Phone: 303-345-7929  
 Printed Name: Jess Hastings, PE Title: Principal-in-Charge, Sr. VP Date: 11/29/2022  
 Email Address: [jhastings@benesch.com](mailto:jhastings@benesch.com)

## SUBMISSION FORM

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

Attn: Geri Scheidt  
Town Safety Officer  
RFP: 22-016 ADA Self Evaluation and Transition Plan

Does your proposal comply with all the terms  
and conditions? If no, indicate exceptions

☒ YES / NO

Does your proposal meet or exceed all  
specifications? If no, indicate exceptions

☒ YES / NO

State percentage of prompt payment discount, if offered

0 %

State total bid price (include all items bid)

\$ 92,705.00

State total bid price with discount

\$ 92,705.00

**The Town of Bennett must have on file a completed W-9 prior to do business with Contractors.  
Please submit the attached form with your Proposal.**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Alfred Benesch & Company

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
35 West Wacker Drive, Suite 3300

**6** City, state, and ZIP code  
Chicago, IL 60601

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

**or**

**Employer identification number**

3	6	-	2	4	0	7	3	6	3
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of  
U.S. person ►

*Kristen S. Horn*

Date ► 01/03/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



*welcome neighbors.*

## **ADA Self-evaluation and Transition Plan Proposal**

**PREPARED BY:**

**Mile High Accessibility Consultants, Inc.**

**(719) 205-7753**

**[ryan@milehighaccessibility.com](mailto:ryan@milehighaccessibility.com)**





Ms. Geri Scheidt  
Town of Bennett  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806

We appreciate the opportunity to submit our qualifications to the Town of Bennett, Colorado (Town) for the ADA Self-evaluation and Transition Plan Request for Proposals. Mile High Accessibility Consultants (MHAC) is fully prepared to successfully complete this project on schedule and within budget.

Mile High Accessibility is the best qualified firm for this project for these reasons:

1. Our staff has experience with state and local government ADA Self-evaluations and Transition Plans with over 23 years combined experience.
2. MHAC has conducted Public Right-of-way Accessibility Guidelines audits on a thousand miles of public right-of-way.
3. Our staff has performed thousands of ADA compliance facility audits for state and local governments across the nation.
4. MHAC has the most affordable ADA consulting rates in the industry.
5. MHAC ADA reporting is unsurpassed and provides a comprehensive ADA Compliance Management Database that is easy to use, understand, and customize to suit the Town's reporting requirements. Additionally, Mile High Accessibility's database provides photo documentation for every finding that is a barrier to accessibility.

Mile High Accessibility's qualifications, and our approach on how to successfully complete an ADA Self-evaluation and Transition Plan, will demonstrate how we are well suited to meet the requirements for this project.

Sincerely,

Ryan Kelley, President  
Mile High Accessibility Consultants, Inc.  
7971 Smokewood Drive  
Colorado Springs, CO 80908  
[ryan@milehighaccessibility.com](mailto:ryan@milehighaccessibility.com)  
(791) 205-7753



# Statements of Qualifications

Mile High Accessibility Consultants was founded in 2019 by longtime key personnel from a Colorado ADA consulting firm that was acquired by a large engineering firm in Texas. This acquisition caused consulting fees at the ADA consulting firm to soar, making ADA compliance consulting much more costly for state and local government entities. Mile High Accessibility Consultants was created to provide cost-effective ADA compliance consulting, using superior data collection and database development technology that is unparalleled in the industry. This, combined with the experience of Mile High Accessibility staff, has resulted in an organization that excels at knowledge based, client focused, and economical ADA compliance consulting. All MHAC staff is in Colorado Springs and available to start this project immediately.

Mile High Accessibility staff has:

1. Helped many state and local government entities comply with the ADA by developing comprehensive ADA Self-evaluations and Transition Plans.
2. Helped various cities and counties comply with the requirements of Department of Justice ADA Settlement Agreements.
3. Contributed to the ADA accessibility audits of over a 1,000 facilities, totaling an excess of 25 million square feet of space.
4. Performed over 1,000 ADA audits of parks and recreation facilities across the Nation.
5. Performed Public Right-of-way Accessibility Guidelines audits on more than a thousand miles of public right-of-way.
6. Developed ADA compliant policies, programs, and services for a multitude of cities and counties across the U.S.

Mile High staff is experienced in all disability rights laws and has a thorough knowledge of the 2010 ADA Standards for Accessible Design and the U.S. Access Board's Public Right-of-way Accessibility Guidelines (PROWAG). Mile High staff is proficient and experienced in providing these services:

- ADA Self-evaluation and Transition Plans
- Park and Recreation Audits
- ADA Facility Audits
- ADA Architectural Plan Reviews
- DOJ Project Civic Access Response Facilitation
- ADA Settlement Resolution Consulting for the DOJ
- ADA Lawsuit Expert Testimony
- Public Right-of-way Audits
- Outdoor Recreation Area Audits
- Website Accessibility Audits
- Disability Laws Training
- DOJ Photo Verification Reports
- Multi-housing FHA Compliance Audits
- ADA Lawsuit Defense Consulting





## Staff Resumes



### **Ryan Kelley – President and Project Manager**

(719) 205-7753

[ryan@milehighaccessibility.com](mailto:ryan@milehighaccessibility.com)

### **PROFILE**

Ryan has over 9 years of experience in disability rights laws consulting and has experience with the Americans with Disabilities Act, the 2010 ADA Standards for Accessible Design, Proposed Guidelines for Pedestrian Facilities in the Public Right-of-way (PROWAG), the Architectural Barriers Act, and Sections 504 and 508 of the Rehabilitation Act. Ryan's primary role will be as Project Manager. He will provide guidance and interpretation of all rights and responsibilities related to all disability rights laws, project planning and scheduling, project communications, and the supervision of staff, project scope and tasks, data collection, data analysis, database development, and reporting. Ryan's project experience includes:

- Completed ADA facility audits on millions of square feet of facilities throughout the U.S.
- Performed Public Right-of-way Accessibility Guidelines audits on a thousand miles of public right-of-way.
- Performed ADA compliance audits on over 1,000 parks across the U.S.
- Helped state and local government entities comply with the ADA by developing comprehensive ADA Self-evaluations and Transition Plans and has also helped cities and counties comply with the requirements of Department of Justice ADA Settlement Agreements.
- Assisted over fifty clients defend ADA lawsuits.

### **SKILLS**

ADA Self-evaluations and Transition Plans  
2010 ADA Standards for Accessible Design  
Public Right-of-way Accessibility Guidelines  
Public Right-of-way Accessibility Audits

Parks and Recreation Accessibility  
Website Accessibility (WCAG 2.1)  
DOJ Settlement Agreement Compliance Consulting  
ADA Lawsuit Defense

### **WORK EXPERIENCE**

#### **President and Project Manager**

**Mile High Accessibility Consultants, Inc. – October 2019 to Present**  
**Colorado Springs, Colorado**

- Led startup and opening of Mile High Accessibility Consultants, provides business development, creation of operational procedures, and workflow planning.
- Provides guidance and interpretation of all rights and responsibilities related to all disability rights laws.



- Conducts project planning and scheduling, project communications and the supervision of staff, project scope and tasks, data collection, data analysis, database development, and reporting.
- Forecasts, schedules and monitors project timelines, personnel performance, and cost efficiency.
- Drives continuous improvement of project delivery process by providing strong leadership.

### **MAJOR PROJECTS WITH MILE HIGH ACCESSIBILITY CONSULTANTS:**

Federal Heights, CO – ADA Self-evaluation and Transition Plan  
Española, NM – ADA Self-evaluation and Transition Plan  
Meeker, CO – Parks and Recreation ADA Self-evaluation and Transition Plan  
Adams County, CO – Ongoing Transition Plan Consulting  
Fountain, CO – Ongoing ADA Facility and Public Right-of-way Audits  
50 ADA Lawsuit Defense Projects

### **Project Manager and Senior Consultant**

**Meeting the Challenge, Inc. – May 2013 to October 2019**

#### **Colorado Springs, Colorado**

- Supervised teams of ten people with focus on accuracy and efficiency.
- Recruited new high-priority state and local government clients and maintained relationships with existing ones.
- Developed data collection and analysis software for Americans with Disabilities Act facility audits and Public Right-of-way Accessibility Guidelines right-of-way assessments.
- Created detailed budgets and schedules in alignment with client specifications.
- Communicated with clients to convey deadlines, scope of work and potential challenges throughout project.
- Brought projects in on-time and in accordance with budget and quality standards.
- Managed entire project life cycle from initial concept through final delivery.

### **MAJOR PROJECTS WITH MEETING THE CHALLENGE:**

City and County of Denver, CO – ADA Self-evaluation and Transition Plan  
Adams County, CO – ADA Self-evaluation and Transition Plan  
Seattle, WA – ADA Transition Plan  
Seattle, WA – Parks and Recreation ADA Transition Plan  
Fort Collins, CO – ADA Self-evaluation and Transition Plan  
Larimer County, CO – ADA Self-evaluation and Transition Plan  
Georgia State Parks – ADA Self-evaluation and Transition Plan  
Commerce City, CO – ADA Self-evaluation and Transition Plan  
Loveland, CO – ADA Self-evaluation and Transition Plan  
Highlands Ranch, CO – Parks and Recreation ADA Transition Plan  
Littleton, CO – ADA Self-evaluation and Transition Plan  
Littleton, CO – Public Right of Way (PROWAG) Transition Plan  
Carter County, TN – ADA Self-evaluation and Transition Plan  
Bristol, TN – ADA Self-evaluation and Transition Plan

### **EDUCATION**

**Bachelor of Science: Construction Management**  
**Colorado State University**



## **Kent Kelley – Vice President and Executive Consultant**

(719) 205-7752

[kent@milehighaccessibility.com](mailto:kent@milehighaccessibility.com)

### **PROFILE**

Kent has experience in all disability rights laws such as the Americans with Disabilities Act, Fair Housing Act, Sections 504 and 508 of the Rehabilitation Act, and the Architectural Barriers Act. Kent is responsible for growing and managing the accessibility implementation services offered by Mile High Accessibility Consultants. These services include ADA self-evaluations and transition plans for state and local governments, parks and recreation accessibility audits, ADA architectural plan reviews, and website accessibility audits. Kent will assist in public outreach, ADA policy development, website audit, data collection, data analysis, facility site analysis, database development, and reporting. Kent's project experience includes:

- Completed ADA facility audits on millions of square feet of facilities throughout the U.S.
- Assisted state and local governments in developing ADA Self-evaluations and Transition Plans.
- Developed and presented ADA Self-evaluation and Transition Plan training for public entities across the U.S.
- Participated in the ADA audits of parks and recreation public right-of-way facilities throughout the Country.
- Provided website accessibility audits for a variety of clients.

### **SKILLS**

ADA Self-evaluations and Transition Plans  
2010 ADA Standards for Accessible Design  
Public Right-of-way Accessibility Guidelines  
Public Right-of-way Accessibility Audits

Parks and Recreation Accessibility  
Website Accessibility (WCAG 2.1)  
DOJ Settlement Agreement Compliance Consulting  
ADA Lawsuit Defense

### **WORK EXPERIENCE**

#### **Executive Consultant**

**Mile High Accessibility Consultants, Inc. – October 2019 to Present**  
**Colorado Springs, Colorado**

- Assisted with the startup and opening of Mile High Accessibility Consultants.
- Provides guidance and interpretation of all rights and responsibilities related to all disability rights laws.
- Conducts data collection, data analysis, database development, and reporting.
- Performs website accessibility audits.



- Develops ADA compliant policies for state and local governments.
- Facilitates public outreach content development and public meetings with state and local governments and the public they serve.
- Develops and provides client specific ADA training.

### **MAJOR PROJECTS WITH MILE HIGH ACCESSIBILITY CONSULTANTS:**

Federal Heights, CO – ADA Self-evaluation and Transition Plan  
Española, NM – ADA Self-evaluation and Transition Plan  
Meeker, CO – Parks and Recreation ADA Self-evaluation and Transition Plan  
Adams County, CO – Ongoing Transition Plan Consulting  
Fountain, CO – Ongoing ADA Facility and Public Right-of-way Audits  
50 ADA Lawsuit Defense Projects

### **President**

**Meeting the Challenge, Inc. – January 2010 to October 2019**  
**Colorado Springs, Colorado**

- Created and developed Company's Consulting Services Division, growing revenue to over \$3 million annually.
- Cultivated ongoing relationships with state and local governments across the U.S.
- Developed data collection and analysis software for Americans with Disabilities Act facility audits and Public Right-of-way Accessibility Guidelines right-of-way assessments.
- Managed over thirty employees.
- Interim Director of the Rocky Mountain ADA Center for 3 years.
- Performed ADA training for state and local governments throughout the U.S.

### **MAJOR PROJECTS WITH MEETING THE CHALLENGE:**

City and County of Denver, CO – ADA Self-evaluation and Transition Plan  
Denver International Airport – South Terminal ADA Compliance Project  
Denver International Airport – Great Hall ADA Compliance Project  
Adams County, CO – ADA Self-evaluation and Transition Plan  
Seattle, WA – ADA Transition Plan  
Seattle, WA – Parks and Recreation ADA Transition Plan  
Fort Collins, CO – ADA Self-evaluation and Transition Plan  
Larimer County, CO – ADA Self-evaluation and Transition Plan  
Georgia State Parks – ADA Self-evaluation and Transition Plan  
Commerce City, CO – ADA Self-evaluation and Transition Plan  
Loveland, CO – ADA Self-evaluation and Transition Plan  
Highlands Ranch, CO – Parks and Recreation ADA Transition Plan  
Littleton, CO – ADA Self-evaluation and Transition Plan  
Littleton, CO – Public Right of Way (PROWAG) Transition Plan  
Carter County, TN – ADA Self-evaluation and Transition Plan  
Bristol, TN – ADA Self-evaluation and Transition Plan  
United States Olympic Training Center – ADA Audit  
University Corporation for Atmospheric Research (NOAA) – ADA Transition Plan

### **EDUCATION**

**Bachelor of Science: Business Administration**  
**University of Colorado**



**April Reed – Project Consultant**

(270) 399-5854

[april@milehighaccessibility.com](mailto:april@milehighaccessibility.com)

**PROFILE**

April has experience in the Americans with Disabilities Act, 2010 ADA Standards for Accessible Design, the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-way (PROWAG), and Web Content Accessibility Guidelines (WCAG 2.1). April is responsible for data collection, data analysis, database development, and ADA policy development. April’s experience includes:

- Completed ADA facility audits on state and local government facilities throughout Colorado.
- Assisted state and local governments in developing ADA Self-evaluations and Transition Plans.
- Participated in the ADA audits of parks and recreation public right-of-way facilities.
- Supported website accessibility audits for a variety of clients.

**SKILLS**

- |  |  |
|--|--|
| ADA Self-evaluations and Transition Plans    | Parks and Recreation Accessibility       |
| 2010 ADA Standards for Accessible Design     | Website Accessibility (WCAG 2.1)         |
| Public Right-of-way Accessibility Guidelines | Public Right-of-way Accessibility Audits |

**WORK EXPERIENCE**

**Project Consultant**  
**Mile High Accessibility Consultants, Inc. – October 2019 to Present**  
**Colorado Springs, Colorado**

- Assisted with the startup and opening of Mile High Accessibility Consultants.
- Conducts data collection, data analysis, database development, and reporting.
- Performed website accessibility audits for a variety of clients.

**Project Team**

Name	Title	Level of Project Involvement
Ryan Kelley	President and Project Manager	100%
Kent Kelley	Executive Consultant	100%
April Reed	Project Consultant	100%



# **Project Approach**

Mile High Accessibility Consultants has the knowledge and experience to complete a successful ADA self-evaluation and transition plan project for the Town of Bennett. To demonstrate this, we will describe how we will complete the Project Tasks outlined in the Town's Request for Proposal.

## **Conduct an evaluation of Town Policies and Practices**

### **Inventory and Review Existing ADA Policies and Procedures**

Mile High Accessibility will inventory and review existing ADA policies that the Town has in place to determine if the policies address the areas that should be considered by Title II entities. With the assistance of Town staff, Mile High Accessibility will perform the following review to guide in the development of ADA compliant programs and policies:

- Identify all necessary ADA documents, materials, and resources required for ADA compliance.
- Inventory and review existing ADA policies and procedures provided by Town staff to determine if programmatic accessibility barriers exist.
- Help the Town develop ADA compliant policies and procedures as needed.

### **Review Programs, Activities, and Services**

This review begins with a thorough research of what programs, activities, and services the Town offers and how they are offered to the community. Mile High will start this process by identifying and cataloging the Town's programs through interviews with Town staff and by assessing what is offered to the public on the Town's website. Once programs, activities, and services have been identified, Mile High will perform a comprehensive analysis to determine if the Town's programs and services offered to the public discriminate, based on a disability. With this information, Mile High will generate recommendations for policy revisions, physical barrier removal, and necessary staff training to ensure that the Town's programs are inclusive to everyone, including individuals with disabilities.

There are situations where it is not possible to integrate people with disabilities without fundamentally altering the nature of a program, activity, or service. A "fundamental alteration" is a change that is so significant that it alters the essential nature of the goods, services, facilities, privileges, advantages, or accommodations offered. The ADA does not require changes of this nature. Also, legitimate safety requirements may make it necessary to exclude or isolate a person with a disability.

### **Provide Guidance and Templates for ADA Policies and Procedures**

The Town of Bennett exhibits a compliant ADA Public Notice and Grievance Procedure on its website. The Town does not prominently display the required ADA Public Notice on its website. Mile High Accessibility will provide the Town with the following essential ADA policy templates that can easily be adapted for the Town:

- Americans with Disabilities Act Public Notice
- Americans with Disabilities Act Designation of ADA Coordinator Notice
- Americans with Disabilities Act Nondiscriminatory Eligibility Criteria Policy

Mile High Accessibility will also provide additional applicable ADA policy templates listed below that should be modified and implemented by the Town to reduce the Town's ADA compliance liability. Mile High will assist in customizing these templates to reflect the programs, activities, and services offered by Bennett. Town staff should be trained on all ADA policies adopted through this process. Mile High can help develop and facilitate policy trainings if requested.





## **ADA Policy Templates**

- ADA Self-evaluation and Transition Plan Policy
- ADA Service Animal Policy
- Law Enforcement Effective Communications Policy
- ADA Effective Communications Policy
- ADA Emergency Management Policy
- ADA General Program Access Policy
- ADA Equal Employment Policy
- ADA Reasonable Accommodation Policy
- ADA Contracting Policy
- ADA Mobility Device Policy
- Town Website Accessibility Policy

## **Policies, Procedures, Programs, and Services Executive Summary Report**

Mile High Accessibility will produce a Self-evaluation Executive Summary Report that identifies noncompliant aspects of existing policies and procedures that present a potential risk or liability and are not ADA compliant. The Executive Summary Report will also describe and document all Town ADA compliant policies and procedures as well as revised ADA policies developed through the Self-evaluation process.

## **Develop a Public Outreach Plan**

Public input is crucial for the Self-evaluation and Transition Plan process. The ADA regulation requires that state and local governments provide an opportunity for people with disabilities, and other interested individuals or organizations, to review and comment on the self-evaluation and transition plan. This allows for people with disabilities and Town organizations that represent people with disabilities to contribute to the process of generating accessibility solutions that are more effective and creative. Also, involving the public enhances the accountability of the self-evaluation and transition plan process and helps ensure the prudent use of limited public resources. One of the most important benefits of public input, is that it can help the Town prioritize the removal of barriers to accessibility that are highly significant to the public.

The purpose of the Public Outreach Plan is to:

- Inform the public and Town stakeholders about the purpose and benefits of an ADA Transition Plan.
- Encourage the participation of all the community in the Transition Plan process.
- Provide different options for the public to contribute ideas and feedback throughout the entire Transition Plan process.
- Utilize public input for the creation and implementation of the Transition Plan.

## **Coordinate On-site and/or Virtual Forums and Workshops**

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Mile High Accessibility encourages the participation of Bennett's ADA Coordinator, the Town's ADA Compliance Team, and a diverse range of people and stakeholders with disabilities when possible. This



includes people that have physical, visual, hearing, speech, intellectual, learning, behavioral health, and other disabilities, and the organizations that represent people with these disabilities. Mile High can facilitate these forums and workshops if required.

## **Solicit Public Input**

To facilitate participation in the public input process, we recommend that the Town offer a variety of opportunities for input including public meetings, online public surveys, and both in-person and virtual workshops and forums. Notifications for public outreach events should be widespread and include the Town's website, press releases, social media outlets, and flyers available at various Town facilities. Mile High recommends using the following to share information and collect feedback throughout the Transition Plan process:

- Town Website
- Department webpages
- Online Town calendar notices
- Emails to stakeholders
- Facebook
- Twitter/Instagram
- Online surveys and comments
- News releases
- Next Door
- Town Website Newsletters
- Board of Trustees updates
- Featured News on home page

## **Ensure Equitable Participation of Stakeholders and Individuals**

The first step to ensure equitable participation is to identify internal and external potential stakeholders that can contribute to the public input for the Transition Plan.

### **Internal Stakeholders**

- Mayor
- Board of Trustees
- Town Administrator
- Department Heads
- Appropriate Town Staff

### **External Stakeholders**

- Residents
- Community Representatives
- Businesses and Property Owners
- Educational Institutions
- Accessibility Community



## **Proposed Public Outreach Events**

### **1. *Develop Online Outreach Communications***

- Create Content for Bennett Website.
- Build Platform for Bennett Website Survey and Comments Pages (Bennett website content manager).
- Create Content for Social Media.

### **2. *Review Online Content with Internal Stakeholders.***

### **3. *Public Outreach Kickoff Meeting / Open House***

- Introduce External Stakeholders to the ADA Self-evaluation and Transition Plan Project.
- Explain the Self-evaluation and Transition Plan Process.
- Describe and demonstrate the opportunities for comments and feedback.
- Invite initial comments and feedback.

### **4. *Conduct Mid-project Review of Public Input Received with Internal Stakeholders***

### **5. *Conduct Final Review of Public Input Received with Internal Stakeholders***

### **6. *Incorporate Public Input Received into Draft Transition Plan***

### **7. *Present Draft Transition Plan to Internal and External Stakeholders***

## **Conduct an Evaluation of all Relevant Public Facilities**

The Town of Bennett is obligated to ensure that people with disabilities are not prevented from participating in the Town's programs and services because a facility is not accessible. Older facilities are not exempt from the ADA and there is no "grandfather clause" that allows facilities built before the ADA became a law to be inaccessible. The ADA does recognize that state and local governments have a limited financial capacity to improve accessibility in all their facilities and provides flexibility in how a public entity can make its programs and services, when viewed in their entirety, accessible to everyone. Available options for achieving accessibility include:

- Complete structural changes to make a facility ADA compliant.
- Relocate the program or service to an accessible facility.
- Offer the program or service in an alternate manner.

The ADA does not require every facility to be accessible. Structural modifications to a facility are not required when other solutions are viable. If there are no other viable solutions, then a facility must be made accessible unless the alterations would be technically infeasible.

### ***Technically Infeasible***

The ADA defines technically infeasible as "as something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modifications or additions that comply fully with the Standards."

### ***Historic Significance***

The 2010 Standards also contain an exemption for certain alterations that would threaten or destroy the historic significance of an historic property but would require the programs or services offered in an historic property be provided in an alternative manner.



## Safe Harbor

Elements that have not been altered in existing facilities on or after March 15, 2012, and that comply with the corresponding technical and scoping specifications for those elements in either the 1991 ADA Standards or in the Uniform Federal Accessibility Standards are not required to be modified to comply with the requirements set forth in the 2010 Standards. The safe harbor provision does not apply to elements that were not in the 1991 Standards such as play areas, golf facilities, swimming pools, and other recreational facilities.

## Survey Methodology

Mile High Accessibility uses a table-based technology for facility and public right-of-way surveys, data analysis, and reporting. Facility surveys generate a substantial amount of data and photos for accessibility barriers. Mile High's software is superior for data collection and reporting in that it allows for data to be organized in a manner that is easily interpreted and managed by the Town. Our software is unique because it can be tailored to the Town's needs in a variety of ways. There are multiple variations of report styles that the Town can choose from, along with a wide variety of data sets. In addition to Mile High Accessibility's executive summary reports, our facility reports are generated as a PDF. The database is exported into an Excel ADA Transition Plan Database which is fully searchable, sortable, and filterable and can easily be edited and customized.

Mile High Accessibility provides executive summaries, reports, and an ADA Facility Transition Plan Database that are easy to comprehend and use by the Town's staff to implement the Transition Plan. All interior and exterior accessibility reports have linked photos that document all accessibility barriers, clear-cut recommendations that adhere to the 2010 ADA Standards and PROWAG, along with barrier removal priorities, recommended remediation dates, and probable construction costs for barrier removal. These reports help Town staff implement the Transition Plan and provides staff with the capability to pinpoint and address each specific barrier.

For exterior spaces and public right-of-way, Mile High software collects GPS coordinates with linked photos so that the barriers can be mapped, allowing for the Town's staff to easily locate each barrier. The GPS coordinates are ArcGIS compatible and can effortlessly be integrated into ArcGIS reports.

## Schedule for Deliverables – See Attachment A

## Conduct Comprehensive Review of Town Facilities

### Facilities

Mile High Accessibility surveys facilities for the following for compliance with the ADA:

#### Accessible Routes

- Entrance
- Parking Facility
- Walkways
- Doors
- Doorways
- Curb Ramps

#### Site Elements

- Parking Spaces
- Access Aisles
- Passenger Loading Zones
- Stairways
- Handrails
- Ramps

#### Built-In Elements

- Signage
- Fire Alarm Systems
- Assistive Listening Devices
- Work Surfaces
- Service Counters
- Elevators

#### Plumbing Elements

- Drinking Fountains
- Restrooms

#### Special Rooms and Spaces

- Exhibit Areas
- Break Rooms

#### Accessibility Elements

- Turning Space
- Clear Floor Space



- Water Closets
- Toilet Compartments
- Urinals
- Lavatories and Sinks
- Grab Bars
- Reception Areas
- Conference Rooms
- Auditoriums
- Meeting Rooms
- Changes in Level
- Reach Ranges
- Operable Parts
- Protruding Objects
- Knee and Toe Clearance

### **Recreation Facilities**

- Play Areas
- Sports Fields and Courts
- Seating
- Fishing Piers
- Picnic Facilities
- Skate Parks
- Shelters
- Swimming Pools

### **Public Right-of-way**

Mile High Accessibility will collect the pedestrian facilities in the public right-of-way and paved trails data to develop the Town's public right-of-way database. Data will be collected for the following elements identified in the PROWAG:

<ul style="list-style-type: none"><li>• Pedestrian Access Routes</li></ul>	<ul style="list-style-type: none"><li>• On-street Accessible Parking Spaces</li></ul>
<ul style="list-style-type: none"><li>• Curb Ramps and Blended Transitions</li></ul>	<ul style="list-style-type: none"><li>• Detectable Warning Surfaces</li></ul>
<ul style="list-style-type: none"><li>• Accessible Pedestrian Signals</li></ul>	<ul style="list-style-type: none"><li>• Pedestrian Street Crossings</li></ul>
<ul style="list-style-type: none"><li>• Pedestrian Push Buttons</li></ul>	<ul style="list-style-type: none"><li>• Passenger Loading Zones</li></ul>

For natural surface trails, Mile High Accessibility will collect data for the trail head, trail head parking, and trail head amenities.

## **Data Analysis**

### **Facilities**

Mile High Accessibility's ADA Transition Plan Database assigns priorities and a suggested schedule for the removal of all accessibility barriers. The prioritization process is essential so the Town can determine what needs to be remediated immediately and what can be delayed until future planning and budgets have been considered. Mile High Accessibility will suggest dates for resolution of each architectural barrier based on the degree to which a barrier prevents program access, the level of difficulty to remove a barrier, and priorities set forth by the Department of Justice Project Civic Access settlement agreements. The ADA Transition Plan Database also allows Town staff to track barrier removal progress as barriers are brought into compliance with the ADA.

### **Facility Prioritization**

Mile High Accessibility assigns a priority of 1 – 4 for each accessibility barrier discovered. The prioritization process is essential so Bennett can determine what needs to be remediated immediately and what can be delayed until a future date. Mile High Accessibility priorities are based on the following:



#### Priority 1 – High:

Should be completed within 12 months. Includes findings that have little or no cost, were in violation of the codes at the time of construction, pose an imminent safety threat, or would remove barriers to the greatest number of people to the Town's programs and services.

#### Priority 2 – Important:

Should be completed within 24 months. Includes barriers that have a lower budgetary impact on the entity in relationship to the degree of access provided and that impede access to higher numbers of people with disabilities.

#### Priority 3 – Moderate:

Should be completed within 36 months due to a technical violation that is difficult and costly to remediate and may not result in providing greater access to people with disabilities. Includes findings that create a moderate to minimal impact on accessibility compared to the cost of the remediation.

#### Priority 4 – Low:

Includes accessibility barriers in employee only spaces. These barriers should be addressed when any employee with a disability requests reasonable accommodations within the employee only space.

#### ***Probable Construction Costs (Cost Estimates)***

A probable construction cost estimate range to remediate each barrier will be included in Mile High Accessibility reports and databases.

#### **Public Right-of-way**

The prioritization of public right-of-way barriers to accessibility is based on location and access to Town programs and services. With PROWAG and the ADA, there are two categories of barrier removal that are identified in a self-evaluation and transition plan to help prioritize the removal of barriers in the public right-of-way:

1. Public right-of-way barriers which prevent access to local governments' services, programs, and activities, when viewed in their entirety.
2. Public right-of way barriers which were created by new construction or alterations (i.e., new construction of sidewalks and intersections in the public right-of-way built after January 26, 1992), which do not comply with enforceable ADA standards or PROWAG at the time of construction.

To help determine when public right-of-way barriers to accessibility should be remediated, the barriers in sidewalks and curb ramps are prioritized in the following order:

- A. Arterial roads with access to many programs.
- B. Collector roads with access to many programs.
- C. Local roads with access to fewer programs.
- D. Residential roads with minor access to few programs.
- E. Little to no access to available programs.





Mile High Accessibility assigns the barriers within the above categories a priority level of High, Moderate, and Low, depending on the type of road and the type of barrier.

In addition to the prioritization based on the type of road and the access to available programs, sidewalk and curb ramp barriers are prioritized by the type of barrier existing in a sidewalk or curb ramp as demonstrated in the tables below.

### ***Sidewalk Barrier Prioritization***

	PRIORITY KEY		HIGH	MODERATE	LOW
Description	Arterial roads with access to various programs	Collector roads with access to various programs	Local roads with access to fewer programs	Residential roads with minor access to few programs	Little to no access to available programs
No sidewalk provided					
Sidewalk in <36"					
Width is between 36" and 48", Cross slope and/or running slope is excessive					
Built projections are present					
Vertical Discontinuities, Horizontal openings, or other damages to sidewalk are present					
Organic projections that interfere with headroom, or width are present					
No deficiencies reported					

## Curb Ramp Barrier Prioritization

	PRIORITY KEY		HIGH	MODERATE	LOW
Description	Arterial roads with access to various programs	Collector roads with access to various programs	Local roads with access to fewer programs	Residential roads with minor access to few programs	Little to no access to available programs
No sidewalk provided					
Sidewalk in <36"					
Width is between 36" and 48", Cross slope and/or running slope is excessive					
Built projections are present					
Vertical Discontinuities, Horizontal openings, or other damages to sidewalk are present					
Organic projections that interfere with headroom, or width are present					
No deficiencies reported					

Mile High Accessibility will provide a recommended schedule for public right-of-way barrier removal that is based on the Town's Capital Improvement Plan, our prioritization criteria, and public comment. The schedule will span one to ten years.

## Provide Data Results and Analysis in a Consolidated Database

### ADA Facility Transition Plan Database

The Town of Bennett ADA Transition Plan Database will document facility findings in several formats that allow Town staff a straightforward plan that prioritizes a path to compliance. The Excel format database will be sortable, filterable, and entirely customizable to suit Town staff needs (a Sample ADA Transition Plan Database for facilities and the public right-of-way can be provided upon request).

Each facility finding will be addressed with a prioritized recommendation that will rectify the barrier to accessibility. The Transition Plan Database will contain:

- Finding Number
- Area Description
- Latitude and Longitude Coordinates
- Finding Description
- As-built Condition
- Barrier Removal Recommendations
- 2010 ADA Standards Citations
- Barrier Priority and Suggested Remediation Date
- Probable Construction Costs
- Status of Finding (Open/Noncompliant or Compliant)
- Photograph of Finding
- Notes



## **Public Right-of-way Transition Plan Database**

The Public Right-of-way Transition Plan Database will document public right-of-way findings in several formats. The database will be ArcGIS compatible and, like the facility database, will be entirely customizable.

Each public right-of-way finding will be addressed with a prioritized recommendation that will rectify the barrier. The Public-right-of-way Transition Plan Database will contain:

- Finding Number
- Area Description
- Latitude and Longitude Coordinates
- Finding Description
- As-built Condition
- Recommendation and Recommended Specifications for Barrier Removal
- PROWAG Citation
- Barrier Priority
- Probable Construction Costs
- Status of Finding (Open/Noncompliant or Compliant)
- Photograph of Finding
- Notes

## **Summary Reports**

### **ADA Facility Transition Plan Summary Report**

Mile High Accessibility will deliver an Executive Summary for the ADA Facility Transition Plan that describes:

- Overview of the Town ADA Facility Transition Plan
- Scope of Facilities Surveyed
- Methodologies for Data Collection, Analysis, and Barrier Removal Prioritization
- Individual Facility Findings Summary Reports with Cost Estimates

### **Public Right-of-way Summary Report**

Mile High Accessibility will deliver an Executive Summary for the ADA Public Right-of-way Transition Plan that describes:

- Overview of the Town ADA Public Right-of-way Transition Plan
- Scope of Public Right-of-way Surveyed
- Methodologies for Data Collection, Analysis, and Barrier Removal Prioritization
- Individual Street Findings Summary Reports with Cost Estimates

## **Audit Town Website**

In July 2021, Colorado passed House Bill (HB) 21-1110, which requires state and local public entities to meet established website accessibility standards. Under the law, government websites must provide reasonable accommodations for people with disabilities. Some key notes about the legislation:

- Government websites must submit website accessibility plans to Colorado's Office of Information Technology by July 1, 2022.
- Websites must implement those plans by July 1, 2024.
- Colorado agencies that do not comply with the state's web accessibility standards face penalties including fines and actual monetary damages.

Although there are currently no standards addressing website accessibility, the U.S. Department of Justice has continued to require websites to be accessible, despite the lack of formal regulation or standards. Mile High



Accessibility can help you attain an accessible website by completing a website accessibility audit. Mile High Accessibility uses the following process to ensure that your websites conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, the level required by the US Access Board rules for compliance with Section 508 of the U.S. Rehabilitation Act standards for web accessibility:

- Manual technical evaluation of the website
- Screen reader accessibility testing
- User accessibility testing
- Website accessibility automated tools testing using WebAIM's (the founder of WCAG) WAVE Aim, a scalable, turn-key solution for evaluating webpages. WAVE Aim leverages the same WAVE technology that has evaluated over one hundred million webpages since 2001.

Since the Town of Bennett's website has over a thousand pages, manual technical evaluation, screen reader testing, and user accessibility testing will be performed on a sample of pages that provide a representative grouping of the website's main page layouts and templates. The sample Bennett website pages include:

<b>Home</b>	<b>Community</b>
<b>Government</b>	<b>Business</b>
<b>Development</b>	<b>Departments</b>
<b>Happening Now</b>	

All pages of Bennett's website will be evaluated with WAVE Aim, the Accessibility IMpact (AIM) score and service. The Accessibility IMpact (AIM) assessment report provides detailed WAVE data, townofbennett.colorado.gov's AIM score, and expert manual test results to give insights into the accessibility of Bennett's web site for users with disabilities. Higher AIM scores indicate a higher positive impact and better implementation of accessibility. WAVE Aim provides a measure of user experience quality for users with disabilities. It combines an Automated Accessibility Score based on WAVE data, and a Manual Accessibility Impact Score based on expert manual testing. This service provides the following:

- The Accessibility IMpact (AIM) score and Automated Accessibility Score.
- A Manual Accessibility Score based on expert testing of a sample of site pages. This score provides insight into the end user impact of accessibility issues, something that is difficult to obtain from automated testing alone.
- Feedback and recommendations from expert testers on the manually evaluated pages.
- Comprehensive WAVE data and scoring for your entire web site. The Automated Accessibility Score allows comparisons of your site to web pages, based on data from the annual WebAIM Million analysis of one million home pages.
- A detailed report on the accessibility issues detected.
- Documentation for all detected errors and other WAVE items on the site.
- A color-coded, sortable spreadsheet of all WAVE data for all site pages.



## Sample WAVE Data Excel Spreadsheet

	A	B	C	D	E	F	G	
1		<b>TOTALS</b>	<b>20723</b>	<b>13460</b>	<b>1</b>	<b>0</b>	<b>458</b>	
2	<b>Id</b>	<b>URL</b>	<b>Total Errors</b>	<b>contrast</b>	<b>alt_area_missing</b>	<b>alt_input_missing</b>	<b>alt_link_missing</b>	<b>alt_m</b>
3	1	https://mysite.com/page1	2983	2268	0	0	0	0
4	2	https://mysite.com/page2	202	1	0	0	0	0
5	3	https://mysite.com/page3	96	48	0	0	0	0
6	4	https://mysite.com/page4	95	1	0	0	0	0
7	5	https://mysite.com/page5	91	1	0	0	0	0
8	6	https://mysite.com/page6	81	7	0	0	0	0
9	7	https://mysite.com/page7	64	1	0	0	0	0
10	8	https://mysite.com/page8	63	1	0	0	0	0
11	9	https://mysite.com/page9	51	1	0	0	0	0
12	10	https://mysite.com/page10	48	41	0	0	0	0
13	11	https://mysite.com/page11	47	1	0	0	0	0
14	12	https://mysite.com/page12	47	40	0	0	0	0

## Website Accessibility Audit Executive Summary Report

Mile High Accessibility will complete the website accessibility audit phase with a Website Accessibility Audit Executive Summary Report that will address findings and recommendation from all facets of testing and website testing data analysis.

## Develop a Transition Plan

Mile High Accessibility will a develop a comprehensive ADA Transition Plan that addresses program accessibility when viewed in its entirety, technical feasibility, fundamental alteration, and historical significance.

### ADA Transition Plan Development Tasks

Mile High Accessibility will assist the Town in developing a comprehensive ADA Transition Plan that will include all facilities and public right-of-way included in the Scope of Work. The project will be managed to conform to the Schedule. The Transition Plan tasks are:

- Conduct project kickoff meeting with appropriate Town staff and ADA Compliance Team.
- Assess Town owned facilities and public right-of-way included in the Scope of Work for ADA compliance and PROWAG conformity.
- Develop the Bennett Facility Transition Plan Database and accompanying reports noting all barriers at each location, recommendations to remediate barriers, a priority for barrier removal, a probable construction costs for each barrier, and a timeframe to remediate each barrier.
- Include recommendations for best practices that improve facility and public right-of-way accessibility.
- Update Town staff with preliminary results of ADA facility and public right-of-way assessments.
- Complete Public Outreach Plan events.
- Incorporate public comments and feedback into the Transition Plan.
- Develop the Draft Transition Plan and Executive Summary Report.
- Introduce Draft Transition Plan and Executive Summary Report to Town employees and officials as well as the public for comments and feedback.
- Add remaining comments and feedback to the Transition Plan.
- Finalize Transition Plan.



## **Provide Management, Monitoring, and Tracking Tools**

This Transition Plan is a living document that will be updated as conditions within the Town evolve. The initial schedule is to formally review the complete document (main body and appendices) at least once per year, to identify any need for updates. Updates to the appendices or attachments may be made more frequently as needed. Any substantive updates to the main body of this document should include a public comment period to continue the Town's public outreach efforts.

ADA compliance is an ongoing responsibility which will require monitoring to discover future accessibility issues that may be encountered. For example, facilities that currently meet ADA requirements could fall out of compliance in the future due to factors such as damage, disrepair, or changes within public right-of-way that could create new accessibility obstacles. Therefore, the ADA Title II Coordinator should establish an on-going monitoring/inspection program or process to ensure that facilities continue to comply with ADA requirements. Town employees should also be encouraged to report any accessibility concerns or deficiencies that they may come across.

Mile High Accessibility's ADA Transition Plan and Public Right-of-way Database provide management, monitoring, and tracking all in one convenient database that is easy to use and understand. The Databases are fully searchable, sortable, and filterable and can be adapted to suit the Town's reporting requirements including barrier status and estimated completion dates. To augment Mile High's ADA Transition Plan Database and Public Right-of-way Database, Bennett staff can also utilize Mile High's Site Accessibility Evaluation reporting system as a compliance punch list that has detailed barrier information, recommendations for barrier removal, photos of each barrier, compliance illustrations from the 2010 ADA Standards for Accessible Design, 2010 ADA Standards citations, estimated remediation dates, and notes to manage, monitor, and track barrier remediation progress (a sample Site Accessibility Evaluation Report can be provided upon request).

## **Relevant Experience**

Mile High Accessibility Consultants has considerable experience with ADA Self-evaluations and Transition Plans after working with hundreds of state and local governments across the U.S. While performing ADA surveys of thousands of facilities, thousands of parks and recreation facilities, and over a thousand miles of public right-of-way, we have determined how to successfully complete ADA projects in an efficient and cost-effective manner while collaborating with our clients to achieve the results they are expecting.

## **Similar Projects and References**

### **ADA Self-Evaluation & Transition Plan / City of Federal Heights, Colorado**

Mile High Accessibility Consultants has completed a comprehensive ADA Self Evaluation & Transition Plan for the City of Federal Heights. This project required a review of City programs policies and procedures, an ADA assessment of the public right-of-way, building facilities and parks, cost estimates for barrier removal, prioritization for barrier removal, public outreach, and the finalization of a formal ADA Self-evaluation & Transition Plan.

Project Start Date: 1/2021

Project Completion Date: 12/2021

Contact Name: Jeff Hill, City Engineer

2380 West 90<sup>th</sup> Avenue

Federal Heights, CO 80260

Office: (303) 412-3521

Cell: (940) 224-0997

[jhill@fedheights.org](mailto:jhill@fedheights.org)





## **ADA Self-Evaluation & Transition Plan / City of Española, New Mexico**

Mile High Accessibility Consultants has finalized an all-inclusive ADA Self-evaluation & Transition Plan for the City of Española. This project involved a review of City programs policies and procedures, an ADA assessment of building facilities and parks, public right-of-way assessment of all City owned streets, cost estimates for barrier removal, prioritization for barrier removal, public outreach, GIS integration, and the completion of a formal ADA Self-evaluation & Transition Plan.

Project Start Date: 9/2020

Project Completion Date: 6/2021

Contact Names:

Richard Hubler, Planning Director

Office: (505) 747-6080

Cell: (505) 927-9899

[rhubler@espanolanm.gov](mailto:rhubler@espanolanm.gov)

Sally Baxter, Human Resources Director, ADA Coordinator

Office: (505) 747-6080

Cell: (505) 927-9899

[sbaxter@espanolanm.gov](mailto:sbaxter@espanolanm.gov)

405 N. Paseo De Onata

Española, NM 87532

## **ADA Compliance Assessment & Transition Plan / City of Fountain, Colorado**

Mile High Accessibility Consultants continues to provide ongoing ADA Compliance Assessments for the City of Fountain. To date, Mile High has completed ADA Compliance Assessments for City facilities and thirty bus stops for Fountain Municipal Transit, and has audited 1,000 curb ramps throughout the City.

Project Start Date: Ongoing

Project Completion Date: Ongoing

Contact Name: Rosa McCormick, ADAC, Public Works Assistant, ADA/Transit Coordinator

116 South Main St.

Fountain Colorado 80817

Office: (719) 322-2019

[rosa@fountaincolorado.org](mailto:rosa@fountaincolorado.org)

## **ADA Self-Evaluation & Transition Plan / City of Meeker, Colorado Recreation and Park District**

Mile High Accessibility Consultants provided the Meeker Recreation and Park District an ADA Self-evaluation and Transition Plan for its facilities. This project required a review of District programs policies and procedures, an ADA assessment of facilities and parks, cost estimates for barrier removal, and prioritization for barrier removal.

Project Start Date: April 2022

Project Completion Date: June 2022

Contact Name: Sean VonRoenn, Executive Director

101 Ute Rd

Meeker, CO 81641

Office: (970) 878-7410

[sean@ERBMrec.com](mailto:sean@ERBMrec.com)



## **Ongoing ADA Transition Plan Consulting / Adams County, Colorado**

Mile High Accessibility is providing Adams County with ongoing ADA Transition Plan Consulting. Mile High is responsible for assessments of previously audited facilities to help the County prioritize barrier remediation and determine creative solutions for ADA compliance. The County also involves Mile High for compliance consulting on newly constructed facilities and facilities undergoing renovation.

Project Start Date: November 2021

Project Completion Date: Ongoing

Contact Name: Jeffery Bowman, Deputy Director, Facilities and Fleet Management

4430 Adams County Parkway 2nd Floor, Suite C2436

Brighton, CO 80601-8208

Office: (720) 523-6303

[jb Bowman@adcogov.org](mailto:jb Bowman@adcogov.org)

## Attachment A - Schedule of Deliverables

Activity	Schedule
Kick-off Meeting	January 2023
<b>1. Conduct an evaluation of Town policies and practices for accessibility</b>	
Inventory and review existing ADA policies and procedures to determine if programmatic accessibility barriers exist.	January 2023– April 2023
Review programs, activities, and services to identify accessibility barriers.	January 2023– April 2023
Audit Town website.	January 2023– April 2023
Provide informed guidance and templates for ensuring up-to-date ADA-related policies and procedures.	January 2023– April 2023
Produce an Executive Summary Report that assesses the risk and potential liability of any website, policies, procedures, programs, activities, and services that are not ADA compliant.	April 2023
<b>2. Develop a Public Outreach Plan for various stakeholders</b>	
Coordinate on-site and/or virtual forums and workshops at the Town's request.	Ongoing throughout Project Duration
Solicit public input by inviting community representatives to participate in the evaluation process and document a summary of public input	January 2023-November 2023
Ensure equitable participation of stakeholders and individuals who are part of the ADA community	Ongoing throughout Project Duration
<b>3. Conduct an evaluation of all relevant public facilities</b>	
Provide a survey methodology and schedule for project deliverables.	July 2023-September 2023
Conduct a comprehensive review of the Town's facilities	July 2023-September 2023
Provide detailed analysis of data.	July 2023-September 2023
Provide data results and analysis in a consolidated database	Facilities and Parks – September 2023 PROW – September 2023
Produce a Summary Report describing the overview of the process and standards used for data collection, analysis, and the procedure for assigning priorities and milestones.	Facilities and Parks – September 2023 PROW – September 2023

<b>4. Develop a Transition Plan</b>	
Provide recommendations to remedy all non-compliant elements of program accessibility (viewed in its entirety), extent of feasibility, and fundamental alteration.	Facilities and Parks – September 2023 PROW – September 2023
Provide probable construction costs (cost estimates) based on current market index	Facilities and Parks – September 2023 PROW – September 2023
Identify project priorities based on public input, impact, and clear metrics.	October 2023
Provide a comprehensive Transition Plan that includes all noncompliant elements, project priorities, and probable construction costs.	November 2023
<b>5. Provide management, monitoring, and tracking tools</b>	
Provide a fully searchable, sortable, and filterable electronic version of the Executive Summary Report, Transition Plan, and comprehensive database of all evaluated elements that is compatible with commercially available programs such as Microsoft Office.	November 2023

## PRICING FORM

### PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Kick-off meeting to discuss project goals & objectives		\$900.00
2			Evaluation of Town policies, practices for accessibility		\$8,200.00
3			Develop public outreach plan for stakeholders		\$4,000.00
4			Conduct evaluation of all relevant public facilities		\$57,850.00
5			Develop Self Evaluation & Transition Plan		\$5,200.00
6			Provide management, monitoring & tracking tools		\$3,250.00
7			Presentation to Town Board adoption of ADA Self Evaluation & Transition Plan		\$3,500.00
8			Follow up meetings with Town staff		\$960
9					\$0.00
10					\$0.00
Total					\$83,860.00

**Not to Exceed Total: \$83,860.00**

#### Binding Proposal

By providing a response to this RFP, Proposers are bound to providing the proposed goods/services at the costs and rates quoted in their proposal for the length of the award period.



# Mile High Accessibility Consultants Fee Proposal

## Task 1: Kick-off Meeting to Discuss Project Goals and Objectives

Title	Hourly Rate	Number of Hours	Total
Project Manager	\$120	2	\$240.00
Executive Consultant	\$75	2	\$150.00
Total		4	\$390.00
Expenses			\$510.00
<b>Not to Exceed Fee for Task 1</b>			<b>\$900.00</b>

## Task 2: Evaluation of Town Policies, Practices for Accessibility, Town Website

Title	Hourly Rate	Number of Hours	Total
Project Manager	\$120	30	\$3,600.00
Executive Consultant	\$75	40	\$3,000.00
Project Consultant	\$60	10	\$600.00
Total		80	\$7,200.00
Expenses			\$1,000.00
<b>Not to Exceed Fee for Task 2</b>			<b>\$8,200.00</b>

## Task 3: Develop Public Outreach Plan for Stakeholders

Title	Hourly Rate	Number of Hours	Total
Project Manager	\$120	8	\$960.00
Executive Consultant	\$75	24	\$1,800.00
Project Consultant	\$60	8	\$480.00
Total		40	\$3,240.00
Expenses			\$760.00
<b>Not to Exceed Fee for Facilities</b>			<b>\$4,000.00</b>

## Task 4: Conduct Evaluation of all Relevant Public Facilities

Facilities			
Title	Hourly Rate	Number of Hours	Total
Project Manager	\$120	60	\$7,200.00
Executive Consultant	\$75	40	\$3,000.00
Project Consultant	\$60	16	\$960.00
Total		116	\$11,160.00
Expenses (Lodging, Per Diem, Mileage)			\$2,000.00
<b>Not to Exceed Fee for Facilities</b>			<b>\$13,160.00</b>





<b>Parks and Trails</b>			
<b>Title</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b>
Project Manager	\$120	40	\$4,800.00
Executive Consultant	\$75	30	\$2,250.00
Project Consultant	\$60	10	\$600.00
Total		80	\$7,650.00
Expenses (Lodging, Per Diem, Mileage)			\$1,000.00
<b>Not to Exceed Fee for Facilities</b>			<b>\$8,650.00</b>

<b>Sidewalks and Curb Ramps</b>			
<b>Title</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b>
Project Manager	\$120	180	\$21,600.00
Executive Consultant	\$75	120	\$9,000.00
Project Consultant	\$60	24	\$1,440.00
Total		324	\$32,040.00
Expenses (Lodging, Per Diem, Mileage)			\$4,000.00
<b>Not to Exceed Fee for Facilities</b>			<b>\$36,040.00</b>

## **Task 5: Develop Self-evaluation and Transition Plan**

<b>Title</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b>
Project Manager	\$120	10	\$1,200.00
Executive Consultant	\$75	50	\$3,750.00
Total		60	\$4,950.00
Expenses			\$250.00
<b>Not to Exceed Fee for Task 5</b>			<b>\$5,200.00</b>

## **Task 6: Provide Management, Monitoring, and Tracking Tools**

<b>Title</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b>
Project Manager	\$120	16	\$1,920.00
Executive Consultant	\$75	8	\$600.00
Project Consultant	\$60	8	\$480.00
Total		32	\$3,000.00
Expenses			\$250.00
<b>Not to Exceed Fee for Task 6</b>			<b>\$3,250.00</b>



## **Task 7: Presentation to Town Board Adoption of ADA Self-evaluation and Transition Plan**

<b>Title</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b>
Project Manager	\$120	10	\$1,200.00
Executive Consultant	\$75	24	\$1,800.00
Total		34	\$3,000.00
Expenses			\$500.00
<b>Not to Exceed Fee for Task 7</b>			<b>\$3,500.00</b>

## **Task 8: Follow up Meeting with Town Staff**

<b>Title</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b>
Project Manager	\$120	8	\$960.00
Total		8	\$960.00
Expenses			\$0.00
<b>Not to Exceed Fee for Task 7</b>			<b>\$960.00</b>

**Total Not to Exceed Fee - \$83,860.00**

# REQUEST FOR PROPOSALS

## Cover Sheet



welcome neighbors.

Date of RFP Issuance:

10/10/2022

Project Number:

22-016

RFP Title:

**ADA Self Evaluation and Transition Plan**

Proposals Due:

November 29, 2022

Geri Scheidt, [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)  
Town Hall, 207 Muegge Way, Bennett, CO 80102

For Additional Information Please Contact:

Geri Scheidt, Town Safety Officer  
(303) 644-3249, x1004  
Email: [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)


Documents Included in This Package:

RFP Cover Sheet  
Project Background and Specifications  
RFP Instructions  
Terms and Conditions  
Special Terms and Conditions  
Pricing Form  
Submission Form  
Substitute Form W-9  
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

### PRINT OR TYPE YOUR INFORMATION

Name of Company: Mile High Accessibility Consultants, Inc. Fax: \_\_\_\_\_  
Address: 7971 Smokewood Drive City/State: Colorado Springs, CO Zip: 80908  
Contact Person: Ryan Kelley Title: President Phone: 719-205-7753  
Authorized Representative's Signature:  Phone: 719-205-7753  
Printed Name: Ryan Kelley Title: President Date: November 28, 2022  
Email Address: [ryan@milehighaccessibility.com](mailto:ryan@milehighaccessibility.com)

## SUBMISSION FORM

---

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

Attn: Geri Scheidt  
Town Safety Officer  
RFP: 22-016 ADA Self Evaluation and Transition Plan

Does your proposal comply with all the terms and conditions? If no, indicate exceptions **YES / NO**

Does your proposal meet or exceed all specifications? If no, indicate exceptions **YES / NO**

State percentage of prompt payment discount, if offered \_\_\_\_\_ 0 %

State total bid price (include all items bid) \$83,860.00

State total bid price with discount \$83,860.00

**The Town of Bennett must have on file a completed W-9 prior to do business with Contractors. Please submit the attached form with your Proposal.**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Mile High Accessibility Consultants, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>7971 Smokewood Dr.</b>	
6 City, state, and ZIP code <b>Colorado Springs, CO 80908</b>		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
8	4	-	3	3	7	9	4	2

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Ryan McKelvey</i>	Date ► <i>1/20/22</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Mile High

Skidgar

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	<del>5</del> 5
a. Proposer qualifications and experience.	2.5
b. Professional references and summary of the work performed.	2.5
<b>2. Project Approach</b>	<del>6</del> 6
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	2
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	2
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	2
<b>3. Overall impression/responsiveness of proposal</b>	<del>4</del> 4
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	4
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$ 83,860.00	

Overall - 15



f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	<del>6</del> 6
a. Proposer qualifications and experience.	3
b. Professional references and summary of the work performed.	3
<b>2. Project Approach</b>	<del>9</del> 9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	3
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	3
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	3
<b>3. Overall impression/responsiveness of proposal</b>	<del>3</del> 3
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	3
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$92,705.00	

18  
Overall ↑

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	<del>4</del> 3.5
a. Proposer qualifications and experience.	2
b. Professional references and summary of the work performed.	<del>2</del> 1.5
<b>2. Project Approach</b>	<del>3</del> 4.5
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	1.5
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	1.5
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	1.5
<b>3. Overall impression/responsiveness of proposal</b>	<del>3</del> 2
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	<del>2</del>
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$131,813-97	

Overall-10

# Meeting The Challenge

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	<b>3</b>
a. Proposer qualifications and experience.	
b. Professional references and summary of the work performed.	
<b>2. Project Approach</b>	<b>4</b>
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	
<b>3. Overall impression/responsiveness of proposal</b>	<b>3</b>
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. <b>\$ 150,347.88</b>	

Overall Score - 16



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## Fwd: ADA Self Evaluation & Transition Plan Proposals

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----- Forwarded message -----

From: **Taeler Houlberg** <[thoulberg@bennett.co.us](mailto:thoulberg@bennett.co.us)>

Date: Mon, Dec 5, 2022 at 10:12 AM

Subject: Re: ADA Self Evaluation & Transition Plan Proposals

To: Gerilynn Scheidt <[gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)>

Cc: Daymon Johnson <[djohnson@bennett.co.us](mailto:djohnson@bennett.co.us)>, Robin Price <[rprice@bennett.co.us](mailto:rprice@bennett.co.us)>, Rick Martinez <[rmartinez@bennett.co.us](mailto:rmartinez@bennett.co.us)>

Hi Gerilynn,

Here are my overall scores for the proposals:

Meeting The Challenge - 16

Bureau Veritas - 11

Alfred Benesch & Company - 18

Mile High Accessibility Consultants - 16

Looking forward to our conversation today.

Thanks!



**Taeler Houlberg** | *Administrative Services Director*  
207 Muegge Way | Bennett CO, 80102  
(303)644-3249 ext.1031 | [thoulberg@bennett.co.us](mailto:thoulberg@bennett.co.us)  
[townofbennett.colorado.gov](http://townofbennett.colorado.gov)

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	2
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	2
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	2
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	2
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	5
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$83,860.00	

364 P.M. HOURS

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	3
b. Professional references and summary of the work performed.	3
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	2
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	3
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	2
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	5
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$92,705.00	

PM HRS: 232

- REGION 4 CUDT EXP.
- STAFF HAS DEPTH OF EXPERIENCE



f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	2
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	1
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	1
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	1
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	5
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$131,813.97	

# Meeting The Challenge

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	2
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	2
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	3
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	2
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	5
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$150,347.88	



Robin's

mile High

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	2
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	5
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	2
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	3
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	4
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$83,860.00	(18)

Benesch

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	3
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	5
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	2
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	2
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	3
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$92,705.00	(17)

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	3
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	4
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	1
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	1
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	2
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$13,813.97	14

# Meeting The Challenge

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	3
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	4
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	1
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	3
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	2
<b>4. Price - Not part of initial evaluation, however will be considered as part of the overall proposal submission.</b> \$ 150,347.88	(15)



*Mile High* *Ricky*

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	2
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	5
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	2
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	2
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	4
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. <i>\$ 83,860.00</i>	<i>17</i>

*Benesch*

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	3
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	5
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	2
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	2
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	3
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$92,705.00	17



f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	3
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	3
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	1
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	1
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	2
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$131,813.97	12

# Meeting The Challenge

f. Overall responsiveness to the RFP.

DESCRIPTION	SCORE
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	3
b. Professional references and summary of the work performed.	2
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	4
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	1
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	3
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	2
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission. \$150,347.88	

### **Suggested Motion**

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Mile High Accessibility Consultants in an amount not to exceed \$83,860 for completion of the ADA Self Evaluation and Transition Plan.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Daymon K. Johnson, Capital Projects Director  
DATE: January 10, 2022  
SUBJECT: Change Order RS-001 for Rock-Sol Consulting Group, Inc. – Extended Time & CDOT Requirements at Marketplace

## Background

The Town engaged with Rock-Sol Consulting Group, Inc. to act as the third-party inspector for the Marketplace Intersection Improvements project. The original contract was for \$49,916.20 and was executed and went into effect on October 7, 2021.

As the Board is well aware, there have been substantial delays on this project. These delays are due solely to the Colorado Department of Transportation's (CDOT) inability to provide a timely review of the Access Permit application and issuing of the subsequent Notice to Proceed (NTP) to the Town.

The Town applied for the Access Permit on August 16, 2021 (before the project was even bid) and didn't receive final approval until April 25, 2022 (7 months post-bid award). The required Notice To Proceed (NTP) to start work wasn't issued until June 16, 2022 (9 months post-bid award). By that point and because of those significant delays caused by CDOT and additional requirements as set forth by Robert Williams from CDOT during the 2<sup>nd</sup> Pre-Construction meeting held on September 7, 2022, in which he required a full-time inspector in addition to the required third-party observation, delays and costs were incurred by Rock-Sol.

These costs are directly related to CDOT requirements that were unclear to the Town at the time of the contract with Rock-Sol. Town consultant Peter Kozinski and I both negotiated the contract pricing with Rock-Sol, based on what had been approved at the time. At no time was there any expectation that a full-time Inspector would be required. It was understood that the inspector would come as needed at defined inspection times, as required by CDOT. Again, during the 2<sup>nd</sup> Pre-Construction meeting, this was changed.

Rock-Sol honored the CDOT request, and Change Order (RS-001) cost covers that additional full-time inspector.

## Summary of Rock-Sol Cost Change

The proposed change order to the Rock-Sol contract would increase the costs by nearly 100%.

Approval of this Change Order (RS-001) would increase the contract price by \$47,480.09. This change order also includes a change in contract time. The contract time for completion of the Marketplace Intersection Improvements project is within 90 days of this executed change order.



The costs break down as follows:

Description	Price
Rock-Sol - Contract Price	\$49,916.20
Price for Change Order (RS-001)	\$47,480.09
Revised Contract Price	\$97,396.29

After thoroughly reviewing the change order cost from Rock-Sol., Town Staff and consultants are comfortable recommending that the Town execute this Change Order (RS-001) with Rock-Sol Consulting Group, Inc.

Town Staff and consultants have been impressed with Travis Miller & Rock-Sol's performance on this project. They have been a very helpful partner on this project, and their help and guidance in dealing with CDOT has been hugely beneficial for all parties involved, including our contractor, Morton Electric, Inc.

For reference to the Board, this change order will be funded utilizing the Sales-Tax Capital Improvement Fund Revenues.

### Staff Recommendation

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Staff recommends the Board of Trustees authorize the Mayor and Town of Bennett to execute Change Order (RS-001) with Rock-Sol Consulting Group, Inc. in an amount not to exceed \$47,480.09 for consulting services to complete the construction of the Marketplace Intersection Improvements Project.

### Attachments

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1. Change Order RS-001 to Rock-Sol Consulting Group, Inc.
2. Cost Change Order – Rock Sol Consulting Group, Inc.



## Town Of Bennett

# CHANGE ORDER – RS-001

1/3/2022

Date: \_\_\_\_\_

Original PO: \_\_\_\_\_

Rock-Sol Consulting

Vendor: \_\_\_\_\_

1.	Description/Explanation: Pricing Increases per CDOT delays and extra requirements as set forth by Robert Williams in Pre-Construction Meeting on 9/7/2022	\$ 47,480.09
2.	Description/Explanation:	\$
3.	Description/Explanation:	\$

Original Contract Amount: \$ 49,916.20

Change Order Amount: \$ 47,480.09

Percentage of Change % .95

Revised Contract Amount: \$ 97,396.29

*Section 30 - PURCHASE ORDER(S) POLICY AND PROCEDURE of your finance policy states:*

***Purchase Order Amendments:***

*A purchase order amendment shall be required when an amendment to an existing purchase order is necessary. If the amendment is less than 5% or \$500 (whichever is less) then the amendment will be automatic, meaning that the Treasurer will pay the invoice if all the required documents are provided in the check request. If the amount is greater than 5% or \$500 (whichever is less) then the approval process must be initiated again.*

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to the original scope of work:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

**RockSol Consulting Group, Inc.**  
**Fee Estimate for Construction Inspection and Materials Testing**  
**Town of Bennett - SH 79 Intersection & Traffic Signal Improvements (#20-004)**

<i>Employee</i>	<i>Classification</i>	<i>Hours <sup>(1)</sup></i>	<i>Rate/Hour <sup>(2)</sup></i>	<i>Total Estimated Fee</i>
Francis, Lisa	Project Control and Admin	2	\$92.50	\$185.00
Miller, Travis	Senior Transportation Engineer	28	\$208.70	\$5,843.60
Hieber, Andrew	Lab Manager	4	\$104.80	\$419.20
Various	Materials Tester/Inspector	120	\$91.60	\$10,992.00
Moore, Lisa	Project Control and Admin	4	\$92.50	\$370.00
Koehler, Andrew	Inspector	650	\$91.60	\$59,540.00
<b>Total Labor</b>				<b>\$77,349.80</b>
<b>Other Direct Costs</b>				
Mileage <sup>(1)</sup>		5,200	\$ 0.625	\$3,250.00
<b>Total Other Direct Cost</b>				<b>\$3,250.00</b>
<b>Total for Construction Inspection and Materials Testing</b>				<b>\$80,599.80</b>
Budget Remaining under Current Contract				\$33,119.71
<b>Requested Additional Funds</b>				<b>\$47,480.09</b>

**Note 1** - Actual hours per timesheets and mileage per odometer reading will be charged to the project and billed to the Town.

**Note 2** - Rates are applicable for the 2022 calendar year only and are subject to escalation in subsequent years

### **Suggested Motion**

I move to authorize the Mayor and the Town Bennett to execute Change Order RS-001 with Rock-Sol Consulting Group, Inc. in an amount not to exceed \$47,480.09 for consulting services to complete the construction of the Marketplace Intersection Improvements Project.

## EXECUTIVE SESSION SCRIPT

(Note: Two-thirds of the quorum present must vote yes; the session may only occur at a regular or special meeting of the Board)

I MOVE TO GO INTO EXECUTIVE SESSION:

**For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Impact Fee Incentive.**

BEGIN THE EXECUTIVE SESSION:

**It's January 10, 2023, and the time is \_\_\_\_\_. For the record, I am the presiding officer, Mayor Royce D. Pindell. As required by the Open Meetings Law, this executive session is being electronically recorded.**

**Also present at this executive session are the following persons:**

**As a reminder, everyone participating in the executive session has a duty to maintain the confidentiality and privacy of this executive session. Because this is an electronic executive session, I am going to ask everyone to confirm for the record that they are in a private location where others cannot hear or see this executive session. Let's each take a turn and confirm this for the record.**

ANNOUNCEMENT NO. 1

**This is an executive session for the following purpose:**

**For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Impact Fee Incentive**

**I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.**

**If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.**

ANNOUNCEMENT NO. 2

**ANNOUNCEMENT TO BE MADE BY THE PRESIDING OFFICER  
BEFORE CONCLUDING THE EXECUTIVE SESSION  
(WHILE THE TAPE RECORDER IS STILL ON)**

**I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.**

**The recording will be retained for a 90-day period.**

**The time is now \_\_\_\_\_, and we now conclude the executive session and return to the open meeting.**

(turn off tape and return to open meeting)



ANNOUNCEMENT NO. 3

STATEMENT TO BE MADE BY THE PRESIDING OFFICER  
UPON RETURNING TO THE OPEN MEETING

**The time is now \_\_\_\_\_, and the executive session has been concluded. The participants in the executive session were:**

**For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.**

**Seeing none, the next agenda item is...**